

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1308273-0

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Field File No. _____

OO and File No. NK 47A-1830 **1A1**Date Received 9/19/85From LT.

(Name of Contributor)

DUMONT P.D.

(Address of Contributor)

DUMONT N.J.By

(Name of Special Agent)

To Be Returned ☐ Yes☒ No☐ Yes☒ NoReceipt Given ☐ Yes☒ NoGrand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
ProcedureDescription: ☐ Original notes re interview of

- 1) Arrest Report - RICHARD KUKLINSKI - 1/18/82
 - 2) Photo of KUKLINSKI
 - 3) Copies of two insufficient funds checks payable to GEORGE MARIBAND. **Red on Rotor**
- Documents Being Maintained in file. 11/1/85**

b6
b7C

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

By

(Name of Special Agent)

To Be Returned ☐ Yes☒ No☐ Yes☒ NoReceipt Given ☐ Yes☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

- ① Agents notes re
interview of
- ② Copies of Lease Agreements
signed by KWIKUNSKI

Recd on ROTOK 11/4/85

b6
b7Cb6
b7C

9/20/85



b6
b7C

TJ G ASSOCIATES.

GRASSO

lease -

KUMINSKI

Sunset St

385-5548

Public Liability Insurance

Sunset Co. Box 261

Dumont, NJ 07628

paid in cash / 1 cancelled check
gave the check book
to him & he gave cash back

9/23/85

will call boss

never had

SUNSET

usual

don't

know

who did

Field File No. _____

OO and File No. NIC 49A-1830 1A3

Date Received 11/1/85

From _____

(Name of Contributor)

(Address of Contributor)

By _____

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

review
Agents notes re interview
of BILBO COUNTY
DISTRICT COURT DOCKET
File 477251.

b6
b7C

11/1/88

COURTHOUSE

dated 4-19-82

Room 430

MARY

Judgements

9/1/82

#784

Civil

to RICHARD KUKINSKI
not any company name.

Plaintiff: RICHARD KUKINSKI, KANTANWITZ LEFT
JERSEY CITY,
588 NEWARK

574 SUMMIT AVENUE

656-2000

3RD Floor

169 SUNSET ST.
DUMONT, N.J.

SUPPLIERS

b6
b7C

Field File No. _____

OO and File No. NK 49A-1830 - 1A-4

Date Received 8/6/86

From _____
(Name of Contributor)

(Address of Contributor)

By _____
(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Agents notes re interview

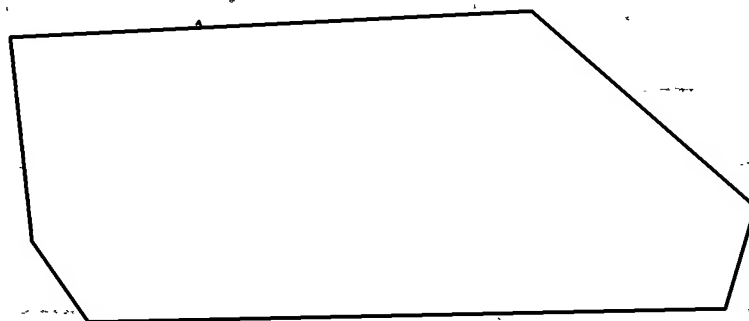
of

b6
b7C

b6
b7C

8/6/80

b6
b7C



HMC #

business

246 Route 10

RANDOLPH, N.J.

HAROLD'S PUB

169 SUNSET ST.

DUMONT, N.J.

jewelry, fur, vestes

1979 - triple highway bar \$30,000
very good finds

always dealt in cash.

Pleninger furs

Bryan Cars in Ridgewood

Always fly Delta

Had a Lafayette Springs

22 Caliber - Deinger - black/white

no serial #

2 phone #'s in home

Had an apt. in Bayonne on Hoboken, N.J.

DUMONT W. 5TH ST.

30,000 to 90,000 in 18 months

advertising + processing

used to
work

gave him the money 2 COS - 10,000

10,000

5,000

5,000

follow in low
low in low

Cashier Clerk 25,000 - Cashier Clerk
500 in Cash not sure.

advised the clerk himself

collateralize the notes

4/80 pay off the amount

1972 - purchased from from

lease cars.

Possible name - WAYNE DISCOUNT Center - Bluegrass
etc.

Jewelry Store in DUMONT, N.J.

FARMINGTON, N.J. - 1978

mother-in-law in DUMONT - Garden Apt

He used, drives license out of state in different names

Waverly - Harley's

plenty

Cashier the freezer -

FILTER CHEESE CAKES

[Redacted]
Restaurant

Home in

[Redacted]

- sells his own milk as he has

b6

b7C

Field File No. _____

OO and File No. NK 49A-1830 1A-5

Date Received 8/7/86

From _____
(Name of Contributor)

(Address of Contributor)

By _____
(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Agents notes re interview
of _____

b6
b7C

b6
b7C

8/7/80

[REDACTED]

b6
b7C

Philmore, INC.

87 Washington Ave.

Dumont, N.J.

384-1345

[REDACTED]

b6
b7C

About 10-15,000 annually in purchases.

Phone # for Wellesley 385-0855

off # 385-5548

Did not know source of money or other assets. Possibly pornography & possibly had a partner in a luncheonette.

No account with RK. May have account somewhere with his attorney.

[REDACTED]

Westwood, N.J.

b6
b7C

[REDACTED]

[REDACTED]

b6
b7C

RK always used cash never checks or credit cards. Mother-in-law lived in garden apt on Washington Av.

Field File No. _____

OO and File No. _____

Date Received _____

From _____

(Name of Contributor)

(Address of Contributor)

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

*Copies of letters & Court
papers related to [redacted]
VS. WIKLINSKI.*

b6
b7C

b6
b7C

8/4
9/30/80

SLAVITT, FISH & COWEN
A Professional Corporation
Counsellors at Law

BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN
ARTHUR SLAVITT
(1907-1977)

17 ACADEMY STREET
NEWARK, N. J. 07102
(201) 622-6418

September 30, 1980

Mr. Richard L. Kuklinski
169 Sunset Street
Dumont, New Jersey 07628

Dear Mr. Kuklinski:

C
As you will recall from the title closing, we represent [redacted] By now, you probably can imagine the balance of the letter, but nevertheless I would appreciate your just taking a moment to read on.

b6
b7C

O
As you know, on December 14, 1979 [redacted] lent you \$30,000. At that time, or shortly thereafter, you were also kind enough to acknowledge by having your New York Life Insurance Company policy transferred (as to ownership and beneficiary) over to [redacted] and he is presently listed as the first beneficiary. You will recall that the form which you signed on March 6, 1980 said [redacted] creditor of insured." We want you to know that we appreciate your having done this, just as [redacted] appreciates the fact that everything has not been going as you had hoped, so that you have been unable to turn your desires into fulfillment (to say the least!).

b6
b7C

P
What we are concerned with at this time is some additional evidence of good faith. As you know, [redacted] has had some rather serious business reverses and the prospects do not seem very good for him. You also probably know that he has not been as physically well as he had been, and, at least according to the doctor, a lot of this has emotional overtones, if not constituting the actual cause for his problems. Since I see him at least once, if not twice, every day, I can personally attest to the appearance of both his business and his apparent physical condition.

b6
b7C

Y
If you can see your way clear to some type of a payment plan, with some type of a minimal good faith deposit, I assure you that it would be not only a fulfillment of your legal obligation, but also your moral responsibility, and would incidentally probably help [redacted] a great deal from the standpoint, at least, of peace of mind.

b6
b7C

Re: [redacted]

Page Two - 9/30/80

b6
b7C

I would, at the very minimum, appreciate some response from you and have made it very easy by just enclosing a copy of this letter which you can fill out, strike out, alter, amend, but at least...return.

Most sincerely,

SLAVITT, FISH & COWEN

[redacted]

b6
b7C

C
O
P
Y

Enclosed is \$ _____ as payment on account of the loan of \$30,000.00. I do not promise, but only hope that I can pay \$ _____ on _____, 1980 and then \$ _____ every _____ thereafter.

Dated:

Richard L. Kuklinski

1/7/81

SLAVITT, FISH & COWEN
A Professional Corporation
Counsellors at Law

**BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN**

ARTHUR SLAVITT
(1907-1977)

**17 ACADEMY STREET
NEWARK, N. J. 07102**
(201) 622-6418

January 7, 1981

[Redacted]

b6
b7C

RE: [Redacted] vs. Kuklinski

Dear [Redacted]:

b6
b7C

We finally received the Kuklinski Release. Enclosed is a copy.

Sincerely,

SLAVITT, FISH & COWEN

[Redacted Signature Block]

b6
b7C

MSF/lm
enclosure

Secretary

By.

President

Know all Men by these Presents:

That

RICHARD L. KUKLINSKI

hereinafter designated as the Releasor,
for and in consideration of the sum of ONE and 00/100 (\$1.00)-----
-----Dollar

lawful Money of the United States of America, to the Releasor in hand paid by [REDACTED]

b6
b7C

hereinafter designated as the Releasee,
the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge the said Releasee of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasee, the Releasor ever had, now has or hereafter can, shall, or may have, ~~for xxxxxxxx by xxxxxxxx of xxxxxxxx~~ ~~matter, cause, thing whatsoever, from the beginning of the world to the day of the date of these Presents,~~ but specifically and narrowly limited to the filing of a law suit entitled [REDACTED] v. Richard L. Kuklinski, in the Superior Court of New Jersey, Law Division, Bergen County, Docket No. L 7635-80.

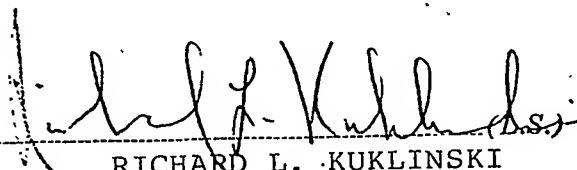
b6
b7C

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 31st day of December 19 80 .

Signed, Sealed and Delibered
in the presence of
or Attested by


RICHARD L. KUKLINSKI

----- (L.S.)

Secretary

By

President

State of New Jersey, County of Bergen

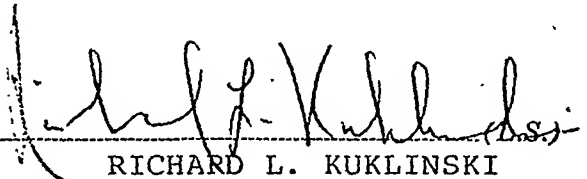
{ ss.: Be it Remembered,

Wherever in this instrument any party shall be designated or referred to by name or name of person, designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 31st day of December 19 80 .

Signed, Sealed and Delivered
in the presence of
or Attested by


RICHARD L. KUKLINSKI

(L.S.)

Secretary

By _____
President

State of New Jersey, County of Bergen } ss.: Be it Remembered,
that on December 31, 19 80 , before me, the subscriber,
an Attorney at Law of New Jersey
personally appeared RICHARD L. KUKLINSKI,

who, I am satisfied, is the person named in and who executed the within Instrument,
and thereupon he acknowledged that he signed, sealed and delivered the same as
his act and deed, for the uses and purposes therein expressed.

Prepared by:
Luke F. Binetti, a
Professional Corporation

Attorney at Law of New Jersey

b6
b7C

11/3/80

SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN

ARTHUR SLAVITT
(1907-1977)

17 ACADEMY STREET
NEWARK, N. J. 07102
(201) 622-6418

November 3, 1980

[Redacted]

b6
b7C

Re: [Redacted] vs. Kuklinski

Dear [Redacted]

b6
b7C

I am very concerned about your husband's reaction to the enclosed letter and pleadings. I really do not know how to deal with it, but as an attorney I have an obligation to bring this to his attention. He will probably come close to exploding, and I think that you should give this some thought, at least as to the time, place and conditions under which you should let him read this.

It is exactly as I predicted. Mr. Kuklinski is claiming that the entire transaction was a business venture and he owes absolutely nothing to your husband because the venture went bad. After [Redacted] has had a chance to "digest" the enclosed, tell him that I think we should meet together for the purpose of discussing in a very calm and intelligent manner, exactly what we think should be done.

b6
b7C

Sincerely,

SLAVITT, FISH & COWEN

[Redacted]

b6
b7C

MSF/lm
enclosures

10/30/80

SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN

ARTHUR SLAVITT
(1907-1977)

17 ACADEMY STREET
NEWARK, N. J. 07102
(201) 622-6418

October 30, 1980

Mr. Richard L. Kuklinski
169 Sunset Street
Dumont, N.J. 07628

Re: [REDACTED] vs. Kuklinski

b6
b7C

Dear Mr. Kuklinski:

We understand that you were served with the Summons and Complaint on October 21 and that you have acknowledged your indebtedness by making your first payment to [REDACTED] on October 28. Please be assured that we will give you credit for that \$500.00 payment and hope that you will be able to implement your good intentions in the near future. We suggest, just for the record, that you make the payments through our office so that you may receive the appropriate receipt (such as this letter) and avoid any problems in the future if you should be called upon by anyone else to complete your obligation.

b6
b7C

Very truly yours,

SLAVITT, FISH & COWEN

[REDACTED]

b6
b7C

MSF/lm

COPY

10/30/80
LUKE F. BINETTI

A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86

Ridgefield, N.J. 07657 • (201) 945-7000

LUKE F. BINETTI
ROBERT F. BINETTI

October 30, 1980

[redacted]
Slavitt, Fish & Cowen, P.C.
17 Academy Street
Newark, New Jersey 07102

b6
b7C

Re: [redacted] v. Kuklinski
Docket No. L 7635-80

b6
b7C

Dear [redacted]

Enclosed please find a copy of defendant's Answer in the above matter.

I have been given your letter of September 30, 1980, and without criticism to the self-serving statements and fantasies of your client, I would like to simply make you aware that there was never a \$30,000.00 loan from your client to mine. In December, 1979, [redacted] invested \$25,000.00 in a joint venture with Mr. Kuklinski, and the joint venture failed. In fact, my client lost more than the \$25,000.00 invested by yours. These facts are well known to [redacted] as well as [redacted] [redacted] as she was present when the joint venture was discussed and agreed upon. b6 b7C

It is unfortunate that your client has taken the action he did to try to recoup his business losses by declaring it to be a loan. However, in retrospect, it appears that he had planned and schemed for such a thing right from the beginning of the venture. This is evidenced by the life insurance policy you refer to in your letter. That policy was taken against the life of my client and because of the nature of the venture, if anything were to happen to Mr. Kuklinski, the venture would terminate. Because of this and because of their friendship, Mr. Kuklinski agreed to the life insurance policy and signed a form presented to him by the paramedic who did the examination. However, thereafter, [redacted] advised that that form had been lost and came to Mr. Kuklinski's house with another form which he signed without even reading and if, in fact, it was typed on the said form that, as you stated in your letter, [redacted] creditor of insured", that was nothing more than a planned deception on the part of [redacted] b6 b7C

October 30, 1980 b6
b7C

[redacted]

In any event, Mr. Kuklinski does not have any indebtedness whatsoever to [redacted] as both [redacted] well know. While we could proceed with the litigation and more likely than not succeed, the amount of time and legal fees involved are considerable. It is suggested that perhaps a discussion with Mr. [redacted] might produce a willingness to simply withdraw the Complaint. The only other alternative left to Mr. Kuklinski is to go into personal bankruptcy, which he could easily do as he is without any assets or property and has never owned any property. Although he does not owe any money to [redacted] it is probably cheaper for him to go into personal bankruptcy than to have to pay the heavy counsel fees that would be required to defend the above action.

b6
b7C

I shall look forward to hearing from you.

Very truly yours,

[redacted signature]

b6
b7C

RFB:dd
Enclosure

Law Offices

LUKE F. BINETTI
PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86
Ridgefield, N.J. 07657 • (201) 945-7000

LUKE F. BINETTI
ROBERT F. BINETTI

October 31, 1980

Mr. W. Lewis Bambrick, Clerk
Superior Court of New Jersey
P.O. Box 1300
Trenton, New Jersey 08625

Re: v. Kuklinski
Docket No. L-7635-80

b6
b7C

Dear Mr. Bambrick:

Enclosed please find an original and one copy of defendant's Answer to the Complaint in the above matter, together with a check in the amount of \$40.00 in payment of your filing fee.

Very truly yours,

b6
b7C

RFB:dd
Enclosures
xc.: Slavitt, Fish & Cowen, P.A.

LUKE F. BINETTI

A PROFESSIONAL CORPORATION
581 BERGEN BOULEVARD,
RIDGEFIELD, NEW JERSEY 07657
(201) 945-7000
ATTORNEY FOR Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

Docket No. L-7635-80

Plaintiff



CIVIL ACTION

b6

b7C

ANSWER

vs.

Defendant

RICHARD L. KUKLINSKI

Defendant, RICHARD L. KUKLINSKI, residing at 169 Sunset Drive, in the Borough of Dumont, County of Bergen, and State of New Jersey, answering the Complaint of the plaintiff, says:

The defendant denies each and every allegation of the said Complaint.

FIRST SEPARATE DEFENSE

No loan was ever made by the defendant to the plaintiff for \$30,000.00 or otherwise.

SECOND SEPARATE DEFENSE

While the sum of \$25,000.00 was given to defendant by plaintiff, this represented an investment in a joint venture, which ultimately failed, but at no time was this money for any purpose other than as an investment into the joint venture.

THIRD SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be given.

I hereby certify that the within pleading has been filed and served in accordance with Rule 4:6.

LUKE F. BINETTI
A Professional Corporation
Attorney for Defendant

By: 

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8403357
U S BANKRUPTCY COURT
U S POST OFFICE
P O BOX 557
NEWARK, NJ 07101

P-0214

[REDACTED]
%HAROLD'S PUB
ROUTE 10
RANDOLPH TWP., NJ

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

DISCHARGE OF DEBTOR

IN RE
RICHARD KUKLINSKI
169 SUNSET STREET
DUMONT, NJ 07628

CASE NUMBER - 84-03357

SSN/ID: 142-26-7071

It appearing that a petition was filed on JUNE 20, 1984 by the above-named debtor commencing a case under Title 11, United States Code, and an order for relief was entered under Chapter 7 and that no complaint objecting to the discharge of the debtor was filed within the time fixed by the court (or that a complaint objecting to discharge of the debtor was filed and, after due notice and hearing, was not sustained),

IT IS ORDERED THAT

1. The above-named debtor is released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:
 - (a) Debts dischargeable under 11 U.S.C. § 523.
 - (b) Unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under Clauses (2), (4) and (6) of 11 U.S.C. § 523(a).
 - (c) Debts determined by this court to be discharged under 11 U.S.C. § 523(d).
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from commencing, continuing or employing any action, process or act to collect, recover or offset any such debt as a personal liability of the debtor, or from property of the debtor, whether or not discharge of such debt is waived.

TO THE DEBTOR - THIS IS TO ADVISE THAT A DISCHARGE HEARING WILL BE HELD IN THIS MATTER. YOU WILL RECEIVE A NOTICE IN THE FUTURE AS TO THE TIME AND LOCATION OF THAT HEARING.

DATED NOVEMBER 16, 1984 AT NEWARK, NJ

[REDACTED]
%HAROLD'S PUB
ROUTE 10
RANDOLPH TWP., NJ

BY THE COURT

FORM 19 (8/83)

D. JOSEPH DEVITO
BANKRUPTCY JUDGE

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10/9/80

SLAVITT, FISH & COWEN
A Professional Corporation
Counsellors at Law


**BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN**

ARTHUR SLAVITT
(1907-1977)

**17 ACADEMY STREET
NEWARK, N. J. 07102**
(201) 622-6418

October 9, 1980



Re:  vs. Kuklinski

Dear 

We have this day sent out a Complaint to the Clerk of the Superior Court for filing. Within approximately two weeks, a Summons and Complaint will then be served on Mr. Kuklinski demanding repayment of the loan together with interest and costs. We will keep you advised of the progress as it develops. In the interim, we would appreciate your check in the amount of \$350.00 to cover original filing fees, costs, and on account of services rendered to date.

Sincerely,

SLAVITT, FISH & COWEN


MSF/lm

*Pd Store ck
Filing
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10/14/80*

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b7C

11/4/80

SLAVITT, FISH & COWEN
A Professional Corporation
Counsellors at Law

**BEN J. SLAVITT
MARVIN S. FISH
MARTIN H. COWEN**

ARTHUR SLAVITT
(1907-1977)

**17 ACADEMY STREET
NEWARK, N. J. 07102**
(201) 622-6418

November 4, 1980



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Re: [redacted] vs. Kuklinski

Dear [redacted]

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The enclosed supplements my letter of yesterday.

Sincerely,

SLAVITT, FISH & COWEN.



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MSF/lm
enclosure

NO JOINT VENTURE..

1. IF Business Venture where all Stockholders agree to
2. Stock - (ISSUES)
3. Shares?
4. *Business Voluntary - Paid for it himself.*

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5. *R.K. has Partner of Business who actually
a loan - because of friendship no paper request
on loan if Bus deal & would have request*
6. *Iron Heart & Reputation - Check Reference
will not be intermediated by any arrangement
& Doubt attorney - 184 which this allegation
all as specified as is is.*

*Check
R.K.*

Law Offices

LUKE F. BINETTI

A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86

Ridgefield, N.J. 07657 • (201) 945-7000

LUKE F. BINETTI
ROBERT F. BINETTI

November 3, 1980

[REDACTED]
Slavitt, Fish & Cowen, P.A.
17 Academy Street
Newark, New Jersey 07102

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Re: [REDACTED] v. Kuklinski
Docket No. L 7635-80

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Dear [REDACTED]

My clients advised me that they received an incredible letter from you dated October 28, 1980. In that letter, a self-serving statement is made, presumably in total reliance upon what was told to you by your client, that my clients had paid the sum of \$500.00 to your client in recognition of the fictitious loan that he is attempting to extort from Mr. Kuklinski. This is utter nonsense and both my clients and I were utterly amazed that [REDACTED] could continue to try to lay the foundation for his false claim through such misrepresentations and chicanery.

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So that there is no misunderstanding, Mr. Kuklinski has not paid \$500.00 or any other such monies to [REDACTED] this past week, nor has he every taken any such loan as set forth in your letter. I look forward to the opportunity to explore [REDACTED] representations to you during discovery, if the suit is permitted to go that far. As I mentioned in my previous letter, although Mr. Kuklinski has absolutely no liability to [REDACTED] the expense of defending this litigation is much greater than the simple act of going into personal bankruptcy and this may very well be the course of action that he chooses to take. I shall, of course, keep you advised accordingly.

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Very truly yours,

[REDACTED]

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RFB:dd

xc.: Mr. Richard Kuklinski

Field File No. _____

OO and File No. _____

Date Received _____

From _____

(Name of Contributor)

(Address of Contributor)

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Copy of Lease Agreement
between TAC Associates &
Kubler

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This Agreement,

BETWEEN T & G Associates, a
partnership with offices at 436 Old Hook Road, Emerson, New Jersey
as Landlord and

Richard Kuklinski, 428B Old Hook Road, Emerson, New Jersey
as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 500 sq. ft. on the first floor, known as 428B Old Hook Road, Emerson, New Jersey 07630

Office - 385-5546

Home - 385-0481 - unpublished number

for the term of one (1) year

to commence from the 15th day of January 19 80, and to end on the 15th day of January 19 81, to be used and occupied only for office purposes only.

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of Three-thousand, Three-hundred (\$3,300) Dollars.

said rent to be paid in equal monthly payments in advance on the fifteenth day of each and every month during the term aforesaid, as follows: Two-hundred, seventy-five (\$275.00) Dollars a month for twelve (12) months from January 15, 1980 to January 15, 1981.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all ~~xxxxxx~~ interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed, or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

* 17th: The Tenant has this day deposited with the Landlord the sum of \$ 150.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

* Landlord has \$125.00 security. Need \$150.00 more which would total one months rent.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.

31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proportion to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 19 day of January 19 80.

Signed, Sealed and Delivered
in the presence of

T & G ASSOCIATES

(LANDLORD)

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RICHARD KUKLINSKI

(TENANT)

By:

Witness

This Agreement,

BETWEEN T & G Associates, a partnership
with offices at 436 Old Hook Road, Emerson, New Jersey

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey as Landlord and

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 180 sq. ft. on the first floor, side of building, known as 428-1C Old Hook Road, Emerson New Jersey

for the term of One (1) year

to commence from the 1st day of October 1978, and to end on the 30th day of September 1979, to be used and occupied only for office purposes only

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500.00.) Dollars

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1978 to September 30, 1979.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$125.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.

31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proportion to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of 19

Signed, Sealed and Delivered
in the presence of }

T sociatés (LANDLORD)

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b7C

Richard Kuklinski

(TENANT)

By:

Witness

This Agreement, BETWEEN T & G Associates, a partnership

with offices at 436 Old Hook Road, Emerson, New Jersey

as Landlord and

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 180 sq. ft. on the first floor, side of building, known as 428-1C Old Hook Road, Emerson, New Jersey

for the term of One (1) year

to commence from the 1st day of October 1977, and to end on the 30th day of September 1978, to be used and occupied only for office purposes only

upon the conditions and covenants following

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500.00) Dollars

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1977 to September 30, 1978.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damaged by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon and connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

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14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

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18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

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22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

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26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

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And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of 19

Signed, Sealed and Delivered
in the presence of }

T & G Associates

(LANDLORD)

Richard Kuklinski

(TENANT)

By: Richard Kuklinski

Witness

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b7C

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

By

To Be Returned ☐ Yes☒ No☐ Yes☒ NoReceipt Given ☐ Yes☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: ☐ Original notes re interview of

- ① Statement (written) By
KULKINSKI
- ② Supplementary Investigative
Reports re Murder of
GEORGE HALLIBOND

b6
b7C

JERSEY CITY, N.J.

SUPPLEMENTARY
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North/Homicide		3 SECTION CASE NUMBER		4 FILE NUMBER #30696-80	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980		7 Victim(s) NEW ADDRESS George W. Malliband, WM, age 42 1124 Mifflin St., Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	
LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION							

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 0930 hours, this date the belowsigned secured a statement from a

In his statement [redacted] relates how [redacted] had given him a message from victim at about 4:00 or 5:00 PM, Thursday, January 31st. [redacted] told [redacted] that he had seen victim leaving home, 1124 Mifflin Street, Huntingdon, Pa., in company with Richard Kuklinski, a business partner, at about 4:00 or 4:45 PM the same day. Before leaving victim told [redacted] to make sure that he told [redacted] that he was leaving Huntingdon with Kuklinski to go to New York and that he (victim) was carrying \$27,000.00 in cash. Victim wanted this information known to [redacted] in case anything happened to him.

At about 11:30 PM, that night [redacted] received phone call from George Malliband who told him that he was staying at the Holiday Inn near Dumont, N.J., not far from Kuklinski's home. He gave [redacted] his room number & telephone. During this conversation, George told [redacted] that he & Kuklinski were supposed to meet with someone but he was a little concerned & hoped Kuklinski hadn't set him up. [redacted] said he would check back with him after he closed his bar at 2:00 AM.

Ten minutes before 3:00 AM, [redacted] called [redacted] at the Holiday Inn and was assured by George that everything was alright and he promised to keep in touch. Later on that day, Friday, February 1st at about 1:00 PM George called [redacted] at the bar & told him he was at Kuklinski's office. He mentioned that the guy they were supposed to meet never showed up and again spoke of being set up. They ended their conversation discussing plans of George's birthday dinner at [redacted] which was scheduled for 7:00 PM, that evening. This was the last [redacted] heard from [redacted]

Sunday morning, February 3rd, [redacted] called Kuklinski and asked where George was. Kuklinski told him he didn't know, then told him that George had left Friday afternoon to go to New York. He then said George left Friday evening and then finally he said George left at 5:30 PM. He told [redacted] to call him back later & hung up.

At 10:30 AM, Sunday morning [redacted] called Kuklinski back and asked (Cont.)

52 TYPE NAME	58 BADGE	55 PCT/UNIT N/Homicide	56 SUPERVISOR APP Lt.	54 DATE OF REPORT Feb 18, 1980
Signature [redacted]				

RECORD ROOM COPY

JERSEY CITY, N.J.

SUPPLEMENTARY
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North/Homicide		3 SECTION CASE NUMBER		4 FILE NUMBER #30696-80	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980		7 Victim(s) NEW ADDRESS George W. Malliband, WM, age 42 1124 Mifflin Street, Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	

LIST NAME ONLY OF PREVIOUS ACCUSED - COMPLETE INFORMATION ON NEW ACCUSED - INCLUDE ADDITIONAL PERPETRATORS - SUSPECTS - RECORD ALL DEVELOPMENTS SINCE
LAST REPORT - EXPLAIN ANY CRIME CHANGE - LIST ADDITIONAL INTERVIEWS OF VICTIMS - PERSONS CONTACTED - WITNESSES - EVIDENCE - TECHNICAL SERVICES - STOLEN
PROPERTY - RECOVERED PROPERTY - COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

(Cont.)

him had he heard from George and was told "no". [] then asked him how did George get to New York and what had happened to the money George was carrying. Kuklinski said this time, that he had driven George to New York on Friday and dropped him off somewhere on 30th Street. As for the money, Kuklinski stated that George took it with him. In regards to George returning home for the birthday dinner, Kuklinski told [] George had changed his plans. Kuklinski said he had nothing else to offer about George disappearance and the conversation ended.

Sunday, February 3rd, [] called Pennsylvania State Police, Huntingdon Barracks and reported to Trooper [] that [] George Malliband was missing.

Monday, February 4th, a [] of Yonkers, N.Y., tele: [] called [] and informed him that George had paid him a visit, at his home in Yonkers, February 1st at 9:00 AM. He also said that he had a telephone conversation with George later that same day about 3:30 PM while George was in Kuklinski's office in Dumont, N.J., adding that he called George using a Dumont, N.J. number. [] told [] that he felt victim was worried about something but did not elaborate. He did not hear from or see George again.

In [] statement he says that he does not know why [] was carrying so much money and assumes the money was to buy porno films. That was the only time he would carry large sums of money to his knowledge. He would sometimes carry the money in a paper bag or his pocket.

In regards to threats or outstanding debts, [] said that he does not know of anyone that might of threatened [] life. He does know that Kuklinski owed [] \$35,000.00 as a result of business transaction with porno films. To his knowledge the debt was never cleared and Kuklinski had been stalling [] about payment.

In conclusion, [] stated that this was the only information he could offer at this time.

Investigation to Continue....

52 TYPE NAME Det. []		58 BADGE		53 PAGE 2 OF 2		54 DATE OF REPORT 19 1980	
Signature []		55 PCT/UNIT N/Homicide		56 SUPERVISOR Lt. []			

RECORD ROOM COPY

1 SUSPECT(S)		2 PCT/UNIT NO. HOM. SQ		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT M U R D E R .		6 DATE OF CRIME 2/5/80		7 Victim(s) NEW ADDRESS DOB 2/1/38 GEORGE WILLIAM MALLIBAND JR. 1124 MIFFLIN ST. HUNTINGDON PA.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE
LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN
PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 0930 Hours this date 2/7/80 the U/S Phoned the "BROGAN CADILLAC CO." Paterson Office, located at 505 Ellisen Street Paterson N.J. Phone 742 8400 in Re: to a 1979 Cadillac N.J. Reg. 813 KPY two door, Color Blue and Grey listed to the above company. b6 b7C

Spoke to a [redacted] who checked Company records and gave the following information:

That this vehicle was leased on May 25th, 1979 to "Sunset Co". 169 Suns et Drive Dumont N.J. , Phone # 385 5548. A Richard Kuklinski who listed himself as Vice President of Sunset Co. signed a 36 month lease for this automobile, and it is still in his possession.

Mr. Kuklinski gave the following N.J. Dr. Lic Number K 9 188 65 57304352. The U/S also contacted Sgt [redacted] of the J.C. Auto Squad and requested an Alphabetical Check of the Above Kuklinski. b6 b7C

Sgt. [redacted] gave the following information: Kuklinski has no Vehicles registered to him, also has the same Dr. Lic. listed above. He gave the place of employment as the "Sunset Co. 125 Lafayette St. N.Y.C. Check with the N.Y.C. Phone Directory shows no Phone listed at this address. Check with N.Y. City Phone information shows no listing or Phone for this Sunset Co at 125 Lafayette St. N.Y.C.

Sgt. [redacted]

52 TYPE NAME Signature <i>Sgt</i>		53 PAGE 1 OF 1 PAGES		54 DATE OF REPORT 2/7/80	
		55 PCT/UNIT HOM. Sq.		56 SUPERVISOR <i>[Signature]</i>	

1 SUSPECT(S)		2 PCT/UNIT North-HOM		3 SECTION CASE NUMBER		4 FILE NUMBER 30696	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2-5-80		7 Victim(s) NEW ADDRESS George Malliband Jr. W M age 42 1124 Mifflin St. Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2 C 11-3		44 STATUS CRIME Invest.		45 STATUS CASE Open	
40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE		37A CLOTHING		38A AUTO	
39A MISC.		36A FURS		35A JEWELRY		34A CURRENCY	
ADDITIONAL VAL STOLEN PROPERTY		33A JEWELRY		32A FURS		31A CURRENCY	

LIST NAME ONLY OF PREVIOUS ACCUSED - COMPLETE INFORMATION ON NEW ACCUSED - INCLUDE ADDITIONAL PERPETRATORS - SUSPECTS - RECORD ALL DEVELOPMENTS SINCE LAST REPORT - EXPLAIN ANY CRIME CHANGE - LIST ADDITIONAL INTERVIEWS OF VICTIMS - PERSONS CONTACTED - WITNESSES - EVIDENCE - TECHNICAL SERVICES - STOLEN PROPERTY - RECOVERED PROPERTY - COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 11:00 hours this date, the undersigned by phone, did interview the

[redacted] relative to any information he could provide about the victim. [redacted] stated that on Jan. 31, 1980 between 2 P. M. and 3 P. M. [redacted] saw the victim in front of his home (1124 Mifflin St. Huntingdon, PA.) with Richard Kuklinski, W M age 45, res. 169 Sunset Drive, Dumont, N. J. and they were in a Blue/Gray Cadillac, N. J. 813 and the victim stated that they were going to New Jersey and that he had \$27000.00 in cash on him and wanted [redacted] to make sure and tell [redacted] about this in case anything happened to him.

Following is a sequence of events in relation to the victim:
1-31-80 (11:30 PM and 12 Mid.) Victim phoned [redacted] from the Holiday Inn, Paramus, N. J. Room #220 (843-5400) and stated that he was worried about something but he would not elaborate.
2-1-80 (3 AM) [redacted] called the victim at the Holiday Inn and the victim stated that everything was alright.
2-1-80 (1 PM) Victim called [redacted] and stated that he felt that something was going wrong but would not elaborate. [redacted] felt that the call was being made from the office of Richard Kuklinski. (Sunset Co. 169 Sunset Dr. Dumont, N. J. although he could not be sure of this. (THIS IS THE LAST TIME THAT [redacted] EVER HEARD FROM [redacted] GEORGE MALLIBAND JR.)

Victim was supposed to return home for his birthday Feb. 1, 1980

2-2-80 (11 PM) [redacted] called Richard Kuklinski at his business number 201-385-5548 and got the answering service where he left a mess to have Richard Kuklinski call him.

2-3-80 (8:30 AM) [redacted] called George Kuklinski and asked him where George was. Richard kuklinski stated that George on 2-2-80 WENT to New York City to get LAID and get a MASSAGE.

52 TYPE NAME Signature Lt. [redacted]		58 BADGE		53 PAGE 1 OF 2		54 DATE OF REPORT Feb. 6, 1980	
55 PCT/UNIT N-HOM		56 SUSPECT Lt. [redacted]		57		58	

1 SUSPECT(S)		2 PCT/UNIT North-HOM		3 SECTION CASE NUMBER		4 FILE NUMBER 30696	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2-5-80		7 Victim(s) NEW ADDRESS George Malliband Jr. 1124 Mifflin St. Huntingdon, PA.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2 C 11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	
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Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

2-3-80 (5 PM) [redacted] called Richard Kuklinski as to the whereabouts of George and R. Kuklinski stated that he TOOK him to New York City on 2-2-80 and dropped him off at 30 St. N. Y. C. where he was going to get LAID ETC. b6 b7C

Investigation of the movements of the victim while in this area indicated that he checked into the Holiday Inn, Paramus, N. J. Room #220 on 1-31-80 at 11:56 PM paid \$34.65 for the room (1 Person) and evidently checked out before 12 Noon on 2-1-80 Subject gave his right name and address at the Holiday Inn.

The vehicle in question, N. J. 813-KPY checks out to the Brogan Auto Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that this vehicle was rented to Richard Kuklinski on May 25, 1979 on a 36 month lease and the vehicle is still in possession of Richard Kuklinski.

Investigation is continuing.

52 TYPE NAME Signature Lt. [redacted]		58 BADGE		53 PAGE 2 of 2		54 DATE OF REPORT Feb. 6, 1980	
55 PCT/UNIT N-HOM		56 PCT/UNIT Lt. [redacted]					

1 SUSPECT(S)		2 PCT/UNIT No. Hom. Sq.		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2C: 11-3/5/80		7 Victim(s) NEW ADDRESS George William Malliband JR. 1124 Mifflin St. Huntingdon Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-1		44 STATUS CRIME		45 STATUS CASE	
40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE					
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	

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Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 1400 Hours 2/7/80 the U/S phoned the home of Richard Kuklinski DOB 4/11/35, Res. 169 Sunset Drive Dumont N.J. in an attempt to made an appointment with him in Re: to the above incident. Spoke to a female who stated that she was Barbara Kuklinski the wife of Richard Kuklinski, who stated that Richard Kuklinski was not at home. She further stated that he left on a trip to the "South" this A.M. but she did not know his destination. She expects to hear from him by phone this evening (2/7/80).

I requested Mrs Kuklinski that if her husband contacts her , to have him contact the J.C. Police on 2/8/80 at 547-5476 J.C. Homicide Office Phone Number.

I told Mrs. Kuklinski that we wished to talk to her husband in Re: to a Police incident but did not tell her the nature of this investigation.

Sgt.

52 TYPE NAME Signature <i>Sgt.</i>		53 PAGE 1 OF 1		54 DATE OF REPORT	
55 PCT/UNIT Hom Sq.		56 SUPERVISOR'S APP.			

RECORD ROOM COPY

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b7C

1 SUSPECT(S)		2 PCT/UNIT NO. HOM SQ.		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT MURDER		6 DATE OF CRIME 2/5/80		7 Victim(s) NEW ADDRESS George William Malliband JR. 1124 Misflin St. Huntingdon PA.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3		44 STATUS CRIME		45 STATUS CASE	
40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE		40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	

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Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

On 2/6/80 the U/S conducted a background Check in Re: to a Richard Kuklinski. Check with J.C. BCI shows a Richard Kuklinski, DOB 4/11/35, listed as living at 39 Newkirk St. J.C. in 1958. Has arrest Record in J.C. for AA&B Receiving Stolen Prop. and Fugative from Armed Forces. Has J.C. BCI Number of 18620. Hudson County BCI # 46367. Physical Description 6' 4", 230 lbs, Brown Hair and Brown Eyes. FBI # 8565D, SP# 571114. Last arrested in Hudson County for Violation of City Ord. in Union City N.J. on 10/10/66. He gave his address at that time as 617 57th St. West New York.

He now resides at 169 Sunset Drive Dumont N.J. Phone 385 0481

Check with the Bergen County Sheriff's Office in Re: to Richard Kuklinski with Negative results, no record in ~~Hudson~~ ^{Bergen} County.

Last I.D. Picture of Kuklinski in the J.C. BCI was in 1958.

A Union City BCI Picture of Kuklinski was obtained this date from the Union City P.D.

Sgt. [Redacted]

52 TYPE NAME	53 PAGE 1 OF 1	54 DATE OF REPORT 2/5/80
Signature <i>Sgt.</i>	55 PCT/UNIT HOM SQ.	56 SUPERVISOR <i>[Signature]</i>

RECORD ROOM COPY

b6
b7C

JERSEY CITY, N.J.

SUPPLEMENTARY
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT No. Homicide		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2/5/80		7 Victim(s) NEW ADDRESS George W. Malliband Jr. Age 42 1124 Mifflin St. Huntingdon PA.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3		44 STATUS CRIME		45 STATUS CASE	
40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE		37A CLOTHING		38A AUTO	
34A CURRENCY		35A JEWELRY		36A FURS		39A MISC.	
ADDITIONAL VAL STOLEN PROPERTY							
LIST NAME ONLY OF PREVIOUS ACCUSED - COMPLETE INFORMATION ON NEW ACCUSED - INCLUDE ADDITIONAL PERPETRATORS - SUSPECTS - RECORD ALL DEVELOPMENTS SINCE LAST REPORT - EXPLAIN ANY CRIME CHANGE - LIST ADDITIONAL INTERVIEWS OF VICTIMS - PERSONS CONTACTED - WITNESSES - EVIDENCE - TECHNICAL SERVICES - STOLEN PROPERTY - RECOVERED PROPERTY - COURT ACTION							

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

On 2/18/80

_____ visited the Homicide office where he was interviewed and gave a statement to Det. _____ which was covered in a previous report. During this interview _____ did turn over to the U/S the following items:

A Photo Copy of a Check issued by the " Barclays Bank International Limited" Tertola B. V. I. Branch. Dated 12/17/79, # 0230773, Pay to the Order of

_____ for the Sum of \$ 28,514.01 and endorsed on the Rear of Check by _____ then " Pay to the Order of " _____ and G. Malliband.

_____ stated that _____ George Malliband accompanied by a male, possibly _____ cashed the above check in "The First National Bank " of Mapleton Huntingdon Pa. in the Smithfield Office of this bank where the victim has his Account. This Check was Cashed on 1/30/80.

_____ stated that _____ George received \$20,000 from this check and _____ received the remainder, \$ 8,514.01. _____ did not know anything else about this transaction or about _____

The U/S also received from _____ a Check # 700, Dated 1/29/80 drawn on the Account of Sunset Company Box 261, Phone 210 385 5548 Dumont N.J. 07628, Signed by Richard Kuklinski , " First National State Bank Haworth N.J.; Pay to the Order of George Malliband, the Sum of \$ 4000.00. Endorsed on the back George Malliband, and Cashed by George Malliband in the First National Bank of Mapleton, Huntingdon Pa.

_____ had spoke to the Teller of the First National Bank in Huntingdon, and verified that _____ George Malliband did Cash the above two Checks.

52 TYPE NAME Sgt.		58 BADGE		53 PAGE 1 OF 3		54 DATE OF REPORT 2/20/80	
Signature <i>Sgt.</i>				55 PCT/UNIT Hom. Sq.		56 SUPERVISOR	

RECORD ROOM COPY

SPECIFIC OFFENSE M U R D E R	SECTION CASE NO.	FILE NO 3 0 6 9 6
STATUTE OR ORDINANCE (R.S., N.J.S., REV. OR D.) 2C:11-3	LOCATION OF OFFENSE # # Hope Street J.C.	DATE OF OCCURRENCE 2/5/80

[redacted] gave the U/S the following list of Credit Cards in the name of George Malliband Jr. which was in the victim's wallet and not recovered during the search of the victim's body: b6 b7C

Mobile Credit Card # 880 370 512 11
Texico " " # 53 864 1020 2 W
Gulf " " # 22029 18559 0382 J
Visa " " # 4261 560 508 859
American Ex. " # 3721 3229000 41004

A "STOP" was put on the above Credit Cards by [redacted] Also received by the U/S from [redacted] phone bills from George Malliband Bell of Pennsylvania . Account. for victim's Phone # 814 643 6096. These for the Months of Aug., Sept., Oct., and Nov. of 1979. [redacted] will forward the Telephone bills of victim for Dec. and Jan. 1980 when he receives them. b6 b7C

All above items marked by the U/S "W M 2/18/80 G M" and will be put into the J.C. Property Room, as evidence.

At 1000 Hours 2/20/80 the U/S in company with Lt. [redacted] visited the First National Bank, Haworth where [redacted] gave us two Photo Copies of Checks, # 700 , drawn on the account of Sunset Company (Robert Kuklinski) Dated 1/29/80, Pay to the Order of George Malliband the Sum of \$4000.00, this check the same as previously mentioned in this report. Also received from [redacted] two Photo Copies of Check # 699 Drawn on the account of Sunset Company (Richard Kuklinski) First National Bank of Haworth Dated 1/29/80, Pay to the Order of George Malliband the sum of \$3500.00. This check also endorsed on the back by George Malliband. This check also cashed by the victim prior to leaving Penn. on Thursday Jan 31st. 1980. These will be marked by the U/S and placed into evidence. b6 b7C

AMENDED PROPERTY VALUATION	A. CURRENCY	B. JEWELRY	C. FURS	D. CLOTHING	E. LOCAL AUTO	F. MISCELLANEOUS	G. TOTALS
RANK Sgt.				SIGNATURE OF OFFICER SUBMITTING REPORT [redacted]		PCT/UNIT Hom. Sq.	
STATUS OF CASE <input type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input checked="" type="checkbox"/> NOT CLEARED <input type="checkbox"/> EXCEPTIONALLY CLEARED				STATUS OF CASE <input checked="" type="checkbox"/> PENDING ACTIVE <input type="checkbox"/> PENDING INACTIVE <input type="checkbox"/> CLOSED			
CLEARED BY ARREST OF: <input type="checkbox"/> JUV. <input type="checkbox"/> ADULT <input type="checkbox"/> JUV. &				CLASSIFICATION:		RECLASSIFICATION:	
DATE 2/20/80				TALLIED BY:		INDEXED BY:	
SUPERVISOR APPROVING [redacted]				FILED BY:		PAGE NUMBER: 2	NO. OF PAGES: 3

SPECIFIC OFFENSE Murder		SECTION CASE NO.	FILE NO 30696
STATUTE OR ORDINANCE (R.S., N.J.S., REV. OR D.) 2C:11-3	LOCATION OF OFFENSE # 3 Hope St. J.C	DATE OF OCCURRENCE 2/5/80	


Lt. [redacted] and the U/S also visited the Office of "Sunset Com-
pany 428 B Old Hook Road Emerson N.J. Telephone # 967 5732, but found no
one at that location as the Office was closed.

Spoke to a [redacted] of "Stevens Association" at the next door locati-
and he stated that he is in his office Mon. to Fri. from 0900 Hours to
1630 Hours, and comes in on Saturdays at 1000 Hours. He stated that he
did not see or hear anything unusual on 2/1/80. He knows Richard Kuklinski
but does not recall seeing him with any body fitting the description of the
victim, George Malliband.

Also spoke to Richard Kuklinski's landlord, one [redacted] of "T & G"
Associates" 436 Old Hook Road Emerson N.J. who stated that he stays in
his Office ~~from~~ till five or six P.M., and often comes in on Saturday
mornings. He did not see or hear anything unusual on 2/1/80 or the morning
of 2/3/80.

Also passed by the home of Richard Kuklinski 169 Sunset Street Dumont N.J.
this a one family, two story structure with driveway. Parked in driveway
was a Maroon Van, N.J. Reg. XOS 39 D ~~who~~ That Richard Kuklinski during
interview on 2/11/80 said belong to him. Check with the Computer shows
this plate issued to a Red Chev., 1974 Pick Up, and owned by a [redacted]

This Van has a passenger door on right side also a Sliding door on the right
side, and two door at the rear; also a door on left side used by driver,
There is partition between the front seat of van and the rear of van that
makes it impossible to make a visual observation from the front seat to the
rear of van. No glass in this van other than the Windshield.

AMENDED PROPERTY VALUATION	A. CURRENCY	B. JEWELRY	C. FURS	D. CLOTHING	E. LOCAL AUTO	F. MISCELLANEOUS	G. TOTALS
RANK Sgt.				PCT/UNIT Hom. Sq.		BADGE NUMBER	
STATUS OF OFFENSE <input type="checkbox"/> UNFOUNDED				STATUS OF CASE <input checked="" type="checkbox"/> PENDING ACTIVE <input type="checkbox"/> PENDING INACTIVE <input type="checkbox"/> CLOSED			
Cleared by Arrest of: <input type="checkbox"/> JUV. <input type="checkbox"/> ADULT <input type="checkbox"/> JUV. & ADULT				CLASSIFICATION:		RECLASSIFICATION:	
DATE 2/2-/80				TALLIED BY:		INDEXED BY:	
SUPERVISOR 				FILED BY:		PAGE NUMBER: 3	NO. OF PAGES: 3

1 SUSPECT(S)		2 PCT/UNIT North-HOM.		3 SECTION CASE NUMBER		4 FILE NUMBER 30696	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2-5-80		7 Victim(s) NEW ADDRESS George Malliband Jr. W M Age 42 1124 Mifflin St. Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2 C 11-3		44 STATUS CRIME Investigation		45 STATUS CASE Open	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	
LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION							

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 14:00 hours this date, the undersigned responded to the De Luxe Graphic Arts Co. 225 Lafayette St. New York City, N. Y. Room #1005 to interview [redacted] as to any information he might have relative to the above subject. [redacted] stated that at NO time did he ever do any type of business with the victim, George Malliband and had only seen him three or four times. Each time he had seen the victim he was in company with RICHARD KUKLINSKI, W. M. AGE 45 RES. 169 SUNSET ST. DUMONT, NEW JERSEY in the area of 225 Lafayette St. N. Y. C. and the last time he saw him was about two months ago and at that time, he, Richard Kuklinski and the victim had lunch at the Bok Hop Chinese Rest. located at 224 Lafayette St. N. Y. C.

The undersigned also on this date did visit the office of Richard Kuklinski, 225 Lafayette St. N. Y. C. Room 1004 but there was no response. Regarding this office, from information received from [redacted] Richard Kuklinski maintained this office so as to be in proximity to a Film Lab located at 75 Spring St. N. Y. C. which has since moved to somewhere in Queens, New York. Richard Kuklinski's office uses the trade name of SUNSET COMPANY, 225 Lafayette St. N. Y. C. Room # 1004.

Investigation is continuing.

52 TYPE NAME Signature Lt. Sgt. [redacted]	58 BADGE	53 PAGE 1 OF [redacted]	54 DATE OF REPORT Jan 5, 1980.
		55 PCT/UNIT North-Hom.	56 SUPERVISOR Lt. [redacted]

1 SUSPECT(S)		2 PCT/UNIT North/Homicide		3 SECTION CASE NUMBER		4 FILE NUMBER #30696-80	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980		7 Victim(s) NEW ADDRESS George W. Malliband, WM, age 42 1124 Mifflin Street, Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	
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Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

At 1015 hours, this date Mr. Richard L. KUKLINSKI, WM, age 44, res: 169 Sunset Street, Dumont, N.J., tele: 384-4254, arrived this office for scheduled interview and statement. It was learned thru investigation that KUKLINSKI was observed driving victim away from his home in Huntingdon on January 31, 1980, early afternoon. Before leaving, victim informed his [redacted] that he was carrying \$27,000.00 in cash and was heading to New Jersey in KUKLINSKI's 1979 Cadillac, El Dorado, Blue/Gray, N.J. Reg. 813 KPY, leased from Brogan Cadillac, Ridgewood, N.J. b6 b7C

The following are series of events as told by KUKLINSKI up to the last time he saw George Malliband alive:

Mr KUKLINSKI stated that he and victim have been business partners for about a year, dealing in Pornographic Film Distribution. Tuesday, January 29th, he drove up to Huntingdon to victim's home so that they could discuss their accounts and socialize. He remained in Huntingdon until Thursday, January 31st when he decided to return Home to Dumont, N.J. Victim asked if he could go along and they both left Huntingdon about 4:00 PM that day heading for Dumont, N.J.

When they reached New Jersey Route #17 near Route #4, victim checked in at the HOLIDAY INN, Paramus, N.J. KUKLINSKI continued home to Dumont. The following day Friday, February 1st, about 7:00 AM he called victim at the HOLIDAY INN & asked him what his plans were. Victim asked him for the use of his Van as he had some errands to run. KUKLINSKI drove to the HOLIDAY INN, arrived around 8:00 AM, brought victim back to Dumont & loaned him the Van, color red with N.J. Reg. XOS 39D. Victim returned with van 10:00 AM. They then went to KUKLINSKI's office, 428 Old Hook Road, Emerson, N.J. (SUNSET CO.) at 10:30 AM where victim stayed until after 3:00 PM.

Victim told KUKLINSKI that he wanted to go to New York City to meet some people, go on the town & make a night of it. At about 3:20 PM they left Emerson, N.J. & headed to New York where he dropped victim off in the vicinity of 30th Street & 7th Avenue approximately 4:00 PM.

KUKLINSKI further stated that victim was to call him when he was ready to return to New Jersey, but he never heard from him again.

52 TYPE NAME Signature Det. [redacted]		53 PAGE 1 OF 2		54 DATE OF REPORT 80	
55 PCT/UNIT N/Homicide		56 SUPERVISOR APPROV Lt. [redacted]			

SUPPLEMENTARY
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North/Homicide		3 SECTION CASE NUMBER		4 FILE NUMBER #30696-80	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980		7 Victim(s) NEW ADDRESS George W. Malliband, WM, age 42 1124 Mifflin St., Huntingdon, Pa.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
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				37A CLOTHING		38A AUTO	
						39A MISC.	

LIST NAME ONLY OF PREVIOUS ACCUSED - COMPLETE INFORMATION ON NEW ACCUSED - INCLUDE ADDITIONAL PERPETRATORS - SUSPECTS - RECORD ALL DEVELOPMENTS SINCE LAST REPORT - EXPLAIN ANY CRIME CHANGE - LIST ADDITIONAL INTERVIEWS OF VICTIMS - PERSONS CONTACTED - WITNESSES - EVIDENCE - TECHNICAL SERVICES - STOLEN PROPERTY - RECOVERED PROPERTY - COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

Also in the statement KUKLINSKI mentions that he has known victim for approximately 4 or 5 years although they've only been partners for one. The business they shared was Pornographic Film Distribution on a freelance basis, using KUKLINSKI's self-owned business address, SUNSET COMPANY, 225 Lafayette St., New York City, tele: 212-925-3770 with another office in Emerson, N.J. Sunset Company is for Clothing Wholesale. Porno Films would be purchased from TRI-PHOTO, 21st Street, Long Island, N.Y.

KUKLINSKI believes victim was carrying money but does not know how much or what the money was for. He was not told who George was meeting or why. George was known to sometime carry large sums of money but he did not carry a weapon to his knowledge. He doesn't know of any enemies or threats to George's life. Victim was traveling light and did not have any luggage, only a brown paper bag with possible change of shirt, etc.

KUKLINSKI stated that he was in debt to George for the sum of \$7,500.00, however he cleared that debt by giving George two (2) checks in the amounts of \$4,000.00 & \$3,500.00 drawn on the FIRST NATIONAL BANK, Haworth, N.J. Both checks were from the SUNSET CO. account and made out to George Malliband in name. The checks were given to George Wednesday, Jan. 30th with agreement to hold them for a week before deposit.

In conclusion Mr. KUKLINSKI denied any knowledge regarding George's death. He said he first heard about from a fellow porno film salesman by the name of [redacted] at CENTURY SALES, Pennsauken, N.J., Thursday evening, February 7th. b6 b7C

Richard L. KUKLINSKI is a former Jersey City resident with past residences on Webster, Palisade & Danforth Avenues, also Congress and Sixteenth Streets.

Investigation to continue.....

52 TYPE NAME		53 PAGE 2 OF		54 DATE OF REPORT	
Signature Det. [redacted]		55 PCT/UNIT N/Homicide		56 SUPERVISOR Lt. [redacted]	
				1980	

RECORD ROOM COPY

1 SUSPECT(S) <i>MVR</i>		2 PCT/UNIT No. Hom. Sq.		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT MURDER		6 DATE OF CRIME 2/5/80		7 Victim(s) NEW ADDRESS GEORGE MOLLIBAND 1124 MIFFLIN ST HUNTINGDON PA			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3		44 STATUS CRIME		45 STATUS CASE	
				40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE	
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.	

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE
LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN
PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

On 2/18/80 [redacted] visited the Homicide Office as previously reported, during this visit he was accompanied by [redacted] b6 b7C

[redacted] was interviewed and he related that the victim would sometimes ask him to accompany him to N.Y.C. [redacted] did most of the driving as the victim did not like to drive. During one of these visits to N.Y.C. the victim had an appointment with Mr. Kuklinski and did meet Mr. Kuklinski in a small Chinese Restaurant across the street from Kuklinski's Office located at 125 Lafayette St. N.Y.C. [redacted] stated that Kuklinski shares this Office with A [redacted]. After having a cup of coffee in the Chinese Restaurant the three of them went to Kuklinski's [redacted] Office where Kuklinski and the victim discussed business and where Kuklinski opened up a Brown Colored Brief Case that he was carrying. [redacted] did observe business papers in the Brief Case also a .38 Cal Revolver, a 357 Magnum and did see Mr. Kuklinski with a small Caliber Automatic which he carried in his pocket. It was also noted by [redacted] that during their visit to this Office, that [redacted] was not there when they first arrived but did come into the Office later, also that Kuklinski has a key to this Office. [redacted] owns a Printing Co at that location where among other thing he prints and supplies boxes for Movie Film. It is to noted that during interview with Richard Kuklinski on 2/11/80 he stated that he had his other office, Sunset Co. 125 Lafayette St N.E.C. 212 925 3770 and that he was a wholesaler of Clothing, also distributor. Check shows "De Luxe Printing Card Co" located at this location and phone #.

52 TYPE NAME Signature <i>SGA</i>		53 BADGE		53 PAGE 1 OF 2 PAGES		54 DATE OF REPORT 2/22/80	
				55 PCT/UNIT Hom. Sq.		56 SUPERVISOR <i>[Signature]</i>	

RECORD ROOM COPY

1 SUSPECT(S)		2 PCT/UNIT NO. Hom Sq.		3 SECTION CASE NUMBER		4 FILE NUMBER 3 0 6 9 6	
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2/5/80		7 Victim(s) NEW ADDRESS George W. Malliband Jr. 1124 Mifflin St. Huntingdon PA.			
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3		44 STATUS CRIME		45 STATUS CASE	
40A ADDITIONAL STOLEN PROPERTY VALUE		41A ADDITIONAL RECOVERED PROPERTY VALUE		37A CLOTHING		38A AUTO	
39A MISC.		35A JEWELRY		36A FURS		34A CURRENCY	
ADDITIONAL VAL STOLEN PROPERTY							

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED _____ 46A New accused _____ 47A ADULT _____ 48A JUVENILE _____ 49A RACE _____ 50A SEX _____ 51A DATE OF BIRTH _____

[redacted] also related that the victim visited N.Y.C. about every two weeks and picked up about 25 Cases of Movie Film from a Processor in Queens N.Y., name and address unknown. Victim paid approximately \$425.00 to \$450.00 per Case, with 100 reels of Film in each case; he would then resell them for about \$500.00 to \$575.00 Per Case. b6 b7C

[redacted] gave the following dimensions (estimated) of these cases: 18" High 18" Long, and 2" Deep, and each case weighing about 25 pounds. He also stated when the victim visited N.Y.C., the he would stay at the Skyline Motor Inn. A Check with the phone directory shows this Motel to be located at 10 Ave. & 50th St. N.Y.C. Phone 212 586 3400. b6 b7C

At 1400 Hours 2/20/80 the U/S had a telephone conversation with [redacted]

[redacted] who stated that on 1/31/80 between 7:00 P.M. and 8:00 PM. the victim stepped at his home and asked to see [redacted] b6 b7C

[redacted] told the victim that [redacted] was not at home. The victim told him that he was going to N.Y.C. and coming right back the next day.

On 2/1/80 [redacted] received a phone call from the victim who stated that he was alone in the office and that he was waiting for someone to come into the office. When [redacted] asked him where Richard Kuklinski was, the victim stated that he had waked up the street a short time ago. [redacted] phone call with the victim was between 10:00 AM and noon on 2/1/80. Office in question not known at this time, as Kuklinski has an Office at 428 B Old Hook Road Emerson N.J., 125 Lafayette St. N.Y.C. and also has a business Phone at his home, 169 Sunset St. Dumont, Phone 385 5548.

Sgt. [redacted] b6 b7C

52 TYPE NAME Signature <i>Sgt.</i>		53 PAGE 2 OF 2 PAGES		54 DATE OF REPORT 2/20/80	
55 PCT/UNIT Hom. Sq.		56 SUPERVISOR AF			

RECORD ROOM COPY

JERSEY CITY POLICE DEPARTMENT

TIME 1025 hours (A.M.)
(P.M.)DATE Feb. 11, 1980VICTIM-WITNESS-ID STATEMENT OF: Richard L. Kuklinski AGE 44TAKEN AT: Homicide Squad Office, 207 - 7th StreetWITNESSED BY: Det. Sgt. [REDACTED] b6
b7CI AM Detective [REDACTED] OF THE JERSEY CITY POLICEDEPARTMENT. DURING THIS INTERVIEW YOU ARE ASKED TO TELL ME IN YOUR OWN
WORDS WHAT TOOK PLACE ON _____ AT _____ A.M.
P.M.Q. ARE YOU WILLING TO ANSWER MY QUESTIONS AT THIS TIME? Yes.Q. WHAT IS YOUR NAME? Richard Leonard KuklinskiQ. WHAT IS YOUR TELEPHONE NUMBER? 384-4254Q. WHERE DO YOU LIVE? 169 Sunset Street, Dumont, N.J. 07628Q. WHAT IS YOUR DATE OF BIRTH? April 11, 1935Q. WHAT IS YOUR PLACE OF BIRTH? Jersey City, N.J.Q. WHERE DO YOU WORK? Self Employed, Wholesaler, Buy Clothes & DistributeQ. ARE YOU MARRIED? Yes SPOUSE'S NAME? BarbaraQ. WHAT IS THE EXTENT OF YOUR EDUCATION? Graduated Grammer SchoolQ. CAN YOU READ AND WRITE THE ENGLISH LANGUAGE? Yes.Q. WILL YOU NOW TELL ME IN YOUR OWN WORDS WHAT OCCURRED? Yes.
THE LAST TIME YOU SAW GEORGE W. MALLIBAND ALIVE.A. George called me around midday ~~Tuesday~~ Monday, January 28th and asked me todrive up to his home in Huntingdon, Pennsylvania. We were businesspartners and we discussed our account over the phone and decided weshould get together. He suggested that if I had nothing to ~~do~~ do, Ishould take a ride up to his home. I'm not sure whether I called himor he called me, I just remember the phone conversation. On ~~Wednesday~~ TUESDAY,January 29th I drove up to Huntingdon and I arrived George's home about4 PM that afternnon. He wasn't home when I arrived so I went to the VFW,about 5 minutes away at 520-22 Penn Street and waited. I had left a notein George's door telling him where I had gone. I waited about 2 hoursbefore George arrived. We had a few drinks there and then went to alocal Pizzaria and dined, I don't know the name or the street it was on.After we ate I drove George to his home and while I was there Georgecalled the Vista-Vu Motel, on Route 22 and reserved a room for me. It'sonly about ten minutes away from George's. I left George home and wentto the Motel about 10 PM to pay them for the room and get the key astheir office doesn't stay open late.

Det. Sgt. [REDACTED]

WITNESSED BY [REDACTED] SGT [REDACTED]

Det. [REDACTED]

SIGNATURE

DATE Feb. 11, 1980

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM AGE 44.

After picking up my key for the room I returned to George's house and picked him up and then we went back to the VFW and had a few drinks. We stayed for about 2 hours, George had received a telephone call while we were there, I don't know who the caller was, he just said he had to go somewhere. We both left the VFW at the same time, George had his own car, I didn't pick him up. I went back to the Motel. The next morning, Wednesday January 30th about 8 AM, I called George and told him I was up and we decided to meet at the TEXAS WEINERS RESTURANT in town and have breakfast. After breakfast we went back to George's house, we discussed business and watched Television. He received a couple of telephone calls while I was there, he didn't tell me who the callers were. He left the house for a few hours while I waited and slept on his couch. When he returned we went out again, had a few drinks & spent the evening together, hopping around to different places, the Moose Lodge, the Colonial Tavern, all in town. We were using George's car at this time, after we finished drinking George dropped me off at my car and we split up, I was now staying at the Best Western Motel also on Route #22, I went there and spent the night. Thursday morning, Thursday, January 31, about 8 AM I called him and told him after we had breakfast at TEXAS WEINERS, I was going to leave and go home to Dumont. He said he wanted to ride down with me and I said okay, we returned to his house where I waited while he took care of some errands. He returned and we left Huntingdon about 4 PM heading to Dumont. We stopped along the way and dined at the MIDWAY DINER on Route #78. After eating we continued and when we got on Route #17 we stopped at the HOLIDAY INN, where Route #4 & #17 meet, I think it's Paramus, George took a room there. After he got his room, I left and continued home. I went home and went to sleep, I arrived home about 10 PM that night. In the morning about 7:30 AM, I called him at the Holliday Inn and asked him what was his plans. He said he had a few errands to take care of and could he borrow my van. I said okay, I went and picked him up with my caddy and drove him back to my house in Dumont and gave him my van.

TIME & DATE STATEMENT COMPLETED

Det. Sgt. [REDACTED]

WITNESSED BY

Det. [REDACTED]

SIGNATURE

PAGE 5 OF 5

b6
b7C

DATE Feb. 11, 1980

CONTINUED STATEMENT OF RICHARD L. KURLINCKI, WK, AGE 44:

It was about 8:00 AM when I picked him up at the HOLIDAY INN, I must have called him about 7:00 AM. He left to take care of his errands and he returned a little after 10:00 AM with the van. He said he had some time to kill and wanted to hang out for awhile so we went to my office at 428 Old Hook Road, Monson, N.J. at about 10:30 AM, he made a few calls from my office and I told him I didn't want to hang around so I left him in the office about 11:00 or 11:30 AM and I went home. Later on that day I returned to the office, he was still there and about 2:00 or 3:00 PM he said he wanted to go to New York. About 3:20 PM we left the office and I drove him to New York and dropped him off at 30th Street and I think 7th Avenue, this was about 4:00 PM. He said he wanted to make a night of it, he was going to meet some people and go on the town. That was the last I saw or heard from him, then [redacted] called me, I think it was on Sunday, February 3rd and asked me about George and I told him I hadn't seen him since Friday when I took him to New York. [redacted] said he would make a few calls to try and find George and that was it. There is nothing else I can think of.

Q. - How long have you known the victim George W. Malliband?

A. - Must be between 4 and 5 years.

Q. - How long have you been business partners & what type of business?

A. - We have been doing business for the 4 or 5 years but we were only partners for about a year. We distributed Porno Films on a freelance basis, we didn't have a business name. We would use my business as an address, SUNSET COMPANY, 225 Lafayette Street, New York City, tele: 212-925-3770.

Q. - What type of business is the SUNSET COMPANY & who are the owners?

A. - Clothing wholesale, I am the only owner.

Q. - When you dropped George off in New York, what arrangements were made for his return to New Jersey?

A. - He said he would call me to pick him up when he was ready.

Det. Sgt. [redacted]

TIME & DATE STATEMENT COMPLETED

Det. [redacted]

WITNESSED BY [redacted]

SIGNATURE

DATE Feb. 11, 1980

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM, AGE 44:

Q. - Did he call you at all?

A. - No, he did not.

Q. - Did George say by name what people he was meeting in New York or discuss the nature of his business there?

A. - No, he didn't.

Q. - Do you know if George was carrying any money or how much?

A. - He was supposed to be carrying money, but I don't know exactly how much, he just said he was taking care of business in New York but never mentioned how much money he was carrying. He always had money.

Q. - Was George known for carrying large sums of money?

A. - There were times that George had large sums of money on him, maybe a few thousand.

Q. - Do you know where George would get his money from?

A. - No, I don't know, you got me.

Q. - While you were in George's company, did he ever express concern about his life or fear of being held up?

A. - He didn't say anything to me, I don't know of any enemies.

Q. - Was George known to carry a weapon of any kind?

A. - I don't think I've ever seen him with a weapon, not to my knowledge.

Q. - What happened to your van George borrowed & describe it to me?

A. - He returned it the same day I took him to New York, we left the office in Emerson and dropped the van off at my house in Dumont on the way to New York. The van is a Chevy, color red, 5 doors, it has New Jersey plates XOS 39D, registered in Company's name, SUNSET.

Q. - Was he carrying anything when you picked him up at the HOLIDAY INN Friday morning? Luggage of any type?

A. - No just a bag, brown paper bag type.

Q. - Do you own any other vehicles & describe them?

A. - I lease a car, Cadillac ¹⁹⁷⁹ El Dorado, Blue & Gray from Brogan Cadillac, Ridgewood, N.J., I also have a Cadillac, 1979 White with Blue top registered to my mother-in-law, Genevieve Pedrin, Washington Ave, Dumont, N.J. the plate is 500 JYY.

TIME & DATE STATEMENT COMPLETED

SIGNATURE

PAGE 4 OF 5

b6
b7C

DATE Feb. 11, 1980

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM, AGE 44:

I don't remember the plate on the leased Cadillac.

Q. - Were there any debts between you and George?

A. - He didn't owe me any money but I owed him \$7,500.00 but I paid him with two checks from SUNSET COMPANY in the amounts of \$4,000.00 and \$3,500.00. I gave him both checks the same day, Wednesday, January 30th, at his house in Huntingdon, Pa. I asked him to hold the checks for a week before deposit. The checks were made out to George Malliband in name, First National Bank, Haworth, N.J., I don't know the account number off hand.

Q. - Were either of you insured with the other as beneficiary?

A. - No.

Q. - When did you find out that George was dead?

A. - I found out Thursday evening, February 7th, I was told by a guy named a salesman in CENTURY SALES in Pennsauken, N.J. who told me he heard that George got shot and that he heard from a guy in Los Angeles. b6 b7C

Q. - Do you know who killed George Malliband?

A. - No, I don't.

Q. - Did you kill George Malliband?

A. - No, I didn't.

Q. - Is there anything you can tell us that might help in this investigation of George's death?

A. - No, there isn't anything I know that I haven't all ready told you.

Q. - When and where did you live in Jersey City, N.J.

A. - From birth until I was about 18 or 19 years old, Sixteenth St., Webster Avenue, Palisade Ave and Congress St.

Q. - What is the name of the company George would buy his Porno films from?

A. - TRI-PHOTO, 21st Street, Long Island City, N.Y.

Q. - Is this a true & voluntary statement and after reading it will you sign it?

A. - Sure.

1320 hours, 2/11/1980
TIME & DATE STATEMENT COMPLETED

WITNES

SIGNATURE

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

By

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☒ Yes

☐ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: ☐ Original notes re interview of

- Copies of:
- ① Brogan Auto Motor Vehicle Lease
 - ② (4) letters to Brogan Auto
 - ③ Canceled check made by
Kublinski to Brogan Auto

b6
b7C

ZAZELLA AND SINGER
ATTORNEYS AT LAW
2055 HAMBURG TURNPIKE
P. O. BOX 2238
WAYNE, NEW JERSEY 07470

ALFRED J. ZAZELLA
LEONARD S. SINGER

835-0700
AREA CODE 201

April 20, 1982

Brogan Auto Leasing Co., Inc.
Box 2946
Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

Gentlemen:

Please be advised that Richard Kuklinski has retained the services of an attorney who has filed both an Answer and Counterclaim to our Complaint. Enclosed herewith please find a copy of the Answer and Counterclaim and I would appreciate if you would provide me with your comments to the Counterclaim.

I have propounded interrogatories in an attempt to learn more about the defense and counterclaim interposed.

Very truly yours,



Iss/nb'f
enclosure.

b6
b7C

LUKE F. BINETTI
A PROFESSIONAL CORPORATION
581 BERGEN BOULEVARD
RIDGEFIELD, NEW JERSEY 07657
(201) 945-7000
ATTORNEY FOR Defendants

BERGEN COUNTY DISTRICT COURT

Docket No. 472077

Plaintiff

BROGAN AUTO LEASING CO., INC.,

vs.

Defendant

SUNSET COMPANY and RICHARD KUKLINSKI,
jointly, severally, or in the
alternative.

CIVIL ACTION
ANSWER &
COUNTERCLAIM

RICHARD KUKLINSKI, individually and trading as SUNSET
COMPANY, located at 169 Sunset Street, Dumont, New Jersey, by way
of Answer to plaintiff's Complaint, says:

FIRST COUNT

1. Defendant denies the allegations of Paragraphs 1, 2 and
3.

SECOND COUNT

1. Defendant repeats his answers to the allegations of
Paragraphs 1 and 2 of the First Count herein, as a part hereof,
as if fully set forth hereunder.

2. Defendant denies the allegations of Paragraphs 2, 3, and 4.

FIRST SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

The contract upon which plaintiff bases its claim was modified by plaintiff, without either the knowledge or permission of the defendant, after the defendant signed same and any changes made thereto are null and void.

THIRD SEPARATE DEFENSE

The contract upon which plaintiff makes its claim is null and void.

FOURTH SEPARATE DEFENSE

Plaintiff breached its contractual agreement with defendant.

FIFTH SEPARATE DEFENSE

Plaintiff has been fully compensated with respect to its claim.

SIXTH SEPARATE DEFENSE

Plaintiff fails to offset its claim with the increased value of the automobile from the date it came into plaintiff's possession to the end of the alleged contract period, said increased value having mitigated plaintiff's alleged losses.

SEVENTH SEPARATE DEFENSE

Plaintiff failed to credit defendant with return of premiums and insurance receipts, which accrued to the benefit of the plaintiff.

COUNTERCLAIM

Defendant, RICHARD KUKLINSKI, individually and trading as SUNSET COMPANY, by way of Counterclaim against the plaintiff, says:

FIRST COUNT

1. In or about May, 1979, plaintiff and defendant agreed to enter into a leasing arrangement for the 1979 Cadillac Eldorado.

A form agreement was signed by defendant and the sum of \$536.00 was deposited with plaintiff with respect thereto.

2. Included in the rental arrangement was full insurance coverage in the event the vehicle should be stolen, destroyed, or damaged.

3. It was further agreed that in the event the motor vehicle was stolen, destroyed, or so damaged that it could not be repaired within a reasonable time, that the plaintiff would furnish another motor vehicle and if defendant were deprived of the use of the 1979 Cadillac Eldorado for more than seven (7) days, that there would be no rental until the said motor vehicle or a similar one is delivered to defendant in good working condition.

4. Subsequent to the defendant's signing of the form motor vehicle lease, plaintiff did insert certain information and deleted other parts of the agreement, without the knowledge or consent of the defendant.

5. In or about the end of 1980, the said vehicle was stolen in Cliffside Park, New Jersey. When it was recovered, it was totally damaged and beyond repair. The entire dashboard and all wires contained therein had been ripped apart, the tires ruined

and damage extensive.

6. Defendant advised plaintiff that the automobile was totally destroyed and requested a replacement. Plaintiff refused same and against the wishes of the defendant, attempted to repair the vehicle, seeking monies from the insurance carrier with respect to same.

7. Thereafter, plaintiff advised defendant that the vehicle had been repaired, but this was false. The electrical work was not repaired properly and the tires were not replaced. Despite same, defendant in good faith offered to accept the vehicle in the unlikely event that it had been properly repaired, on the condition that plaintiff would guarantee the electrical repair, but plaintiff through a corporate officer, [REDACTED] refused to give any guarantee with respect thereto.

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8. As the vehicle had not been properly fixed, and as plaintiff refused to verify or guarantee the electrical work, defendant informed plaintiff that it would not and could not accept the said vehicle and advised that plaintiff had breached its contract and demanded a refund of the security deposit, which plaintiff refused.

9. The plaintiff had the vehicle from the time it was recovered until it falsely alleged that the vehicle had been repaired, a period in excess of two (2) months, and during this period despite the request of the defendant, plaintiff refused to provide a replacement automobile.

10. As a result, defendant was deprived of the use of the said automobile and of a replacement automobile, contrary to his

agreement with plaintiff, who by its failure to provide same breached said agreement.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, interest, counsel fees, and costs of suit.

SECOND COUNT

1. Defendant repeats the allegations of the First Count herein, as a part hereof, as if fully set forth hereunder.

2. The plaintiff improperly disregarded defendant's refusal to permit the vehicle to be repaired, as it was totally damaged, in order for the plaintiff to derive insurance proceeds, from the insurance carrier who insured the said automobile.

3. The plaintiff failed to properly repair said vehicle, replace the ruined tires, or give any guarantee for the alleged electrical work done to it.

4. The plaintiff did act knowingly, intentionally, and with malice, causing harm to the defendant, in order to promote its own selfish gains with respect to the said vehicle, knowingly causing great harm and misery to the defendant.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees, and costs of suit.

THIRD COUNT

1. Defendant repeats the allegations of the First and Second Counts herein, as a part hereof, as if fully set forth hereunder.

2. In the event the written contract is upheld, under the Doctrine of Mutuality of Obligation, the plaintiff is responsible for all counsel fees and costs incurred by defendant as a result of the plaintiff's breach thereof.

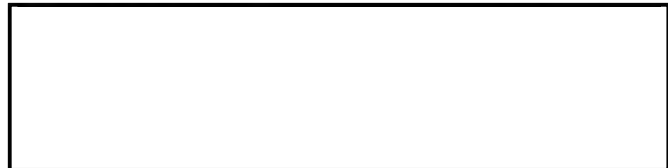
WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees and costs of suit.

JURY DEMAND

Defendant demands a trial by jury on all issues contained in the Complaint and the Counterclaim.

The undersigned certifies that the within Answer and Counterclaim have been filed in accordance with the Rules of Court, as extended by the Order of the court dated March 19, 1982, permitting the filing of an Answer within twenty (20) days of receipt of Summons and Complaint, received by defendant's attorney on April 8, 1982.

LUKE F. BINETTI
A Professional Corporation
Attorney for Defendants



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B-386-D REV. 2/79



PROSPECT PARK NATIONAL BANK

ADVICE OF CHARGE

Your account has been charged with the items listed and returned herewith. These items were deposited by you and returned to us unpaid by the banks on which they are drawn and for the reasons here given.

00-0366724 Accounts Services Department R1
BROGAN AUTO LEASING CO. INC.
505 ELLISON STREET
PATERSON, NEW JERSEY

Date: 09/17/79 MRS:

Drawn on	Reason	Amount
55-66	NSF hold	203.50
55-217	NSF hold - she will mail m.o. ascertified OK.	442.05
Total		645.55

07501

Shr

SUNSET COMPANY
BOX 261 201-385-5548
DUMONT, N.J. 07628



First National State
Bank - County
Haworth, N.J. 07641

Richard Kuhlinski

021202175 305 000212

000000442056

*File in
Zazella file*

ZAZELLA AND SINGER
ATTORNEYS AT LAW
2055 HAMBURG TURNPIKE
P. O. BOX 2238
WAYNE, NEW JERSEY 07470

ALFRED J. ZAZELLA
LEONARD S. SINGER

835-0700
AREA CODE 201

January 13, 1982

[Redacted]
Brogan Auto Leasing Co. Inc.
Box 2946
Paterson, New Jersey 07509

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Re: Sunset Company

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Dear [Redacted]

Please be advised that judgment was entered in favor of Brogan Auto Leasing Co. Inc., against The Sunset Company and Richard Kuklinski on January 8, 1982 for \$2,360.28.

We are at this time petitioning the Court for an order directing Mr. Kuklinski to appear and make discovery as to any assets he may own so that we may satisfy this judgment.

Very truly yours,

[Redacted Signature]

lss/elg

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*Order paid
1/16/82*

ZAZELLA AND SINGER
ATTORNEYS AT LAW
2055 HAMBURG TURNPIKE
P. O. BOX 2238
WAYNE, NEW JERSEY 07470

ALFRED J. ZAZELLA
LEONARD S. SINGER

835-0700
AREA CODE 201

December 15, 1981

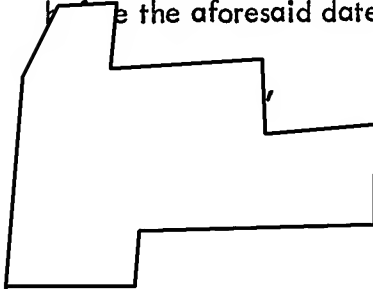
Brogan Auto Leasing Co., Inc.
505 Ellison Street
Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

Gentlemen:

Please be advised that the above named defendants were served with the Summons and Complaint and have until January 1, 1982, to file an Answer. In the event they fail to do so, we will apply to the Court for the entry of judgment. It will be necessary in that case to submit an Affidavit of Proof to the court.

Therefore, kindly execute the enclosed affidavit and return same to this office on or before the aforesaid date.



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MOTOR VEHICLE LEASE

THIS AGREEMENT made this 25th day of May, 1979, between BROGAN AUTO LEASING CO., INC., hereinafter called LESSOR and Sunset Comp, hereinafter called LESSEE.

WITNESSETH

1. In consideration of the mutual covenants and conditions contained herein, LESSOR hereby agrees to lease to LESSEE for a term of 36 Months the certain automotive vehicle described as follows:

Make 1979 Cadillac Serial Number 6L57B9E650812 Model Eldorado Body Style Coupe Balco Number #298

Optional Equipment

Leather, Cabriolet Roof, Headlamp Control, Recliner Power Passenger Seat, Door Edge Guards, Tilt and Telescope Steering, Carpeted Floor Mats, Trunk Mat, Rear Defogger, Cruise Control, Mirror Illuminated Vanity Passenger, Wire Wheel Discs, Theft Deterrent System, AM FM Stereo Radio.

LESSEE hereby agrees to hire said vehicle for said term and to pay LESSOR therefor the sum of \$ 421.00 + tax monthly in advance for said 36 months payable on the first of each and every month at such place or places as LESSOR may designate and in accordance with the terms of this Lease, provided, however, that if the total mileage driven in the vehicle leased hereunder exceeds 45,000 miles, LESSEE will pay in addition to the monthly rental provided, 4 cents per mile for each mile driven in excess of said 45,000 miles. Rental for part of a month will be pro-rated on a 30-day month basis.

LESSOR and LESSEE agree that the foregoing description correctly sets forth the Make, Model, Body Style, Serial Number, Optional Equipment and BALCO number thereon and rental rates therefor, which are the subject matter of this agreement.

At such time as said vehicle is delivered as herein provided, the LESSEE agrees to execute an acknowledgment of such delivery on forms furnished by the LESSOR.

DELIVERY

2. LESSOR shall, at its expense, deliver said vehicle to LESSEE pursuant to this Lease at such place and at such time as may be agreed upon by the parties.

RENTAL AND SECURITY DEPOSIT

3. Monthly rental for the automobile described in Paragraph 1 hereof shall consist of \$ 421.00 + tax per month for 36 months.

The LESSEE has this day deposited with the LESSOR the sum of \$ 536.00 as security for the full and faithful performance by the LESSEE of all the terms, conditions and provisions of this agreement upon the LESSEE's part to be performed, which said sum shall be returned to the LESSEE after the time fixed as the expiration of the term herein, provided the LESSEE has fully and faithfully carried out all of said terms, conditions and provisions on LESSEE's part to be performed. If the LESSEE shall refuse to accept delivery of the vehicle leased hereunder, said amount shall be forfeited by LESSEE to LESSOR as liquidated damages and this agreement will thereupon become void and cancelled with no further rights and obligations accruing to the LESSEE or LESSOR hereunder.

Any provisions herein contained to the contrary notwithstanding, LESSOR shall not be responsible to LESSEE or to any other persons, firm or corporation for any acts or omissions of LESSEE, its drivers, agents and employees, or any of them.

RETURN DELIVERY

4. The LESSEE agrees that upon the expiration, cancellation or other termination of this agreement, the vehicle delivered under this agreement to the LESSEE will be returned in good condition, less normal wear and tear, to the LESSOR to the point at which delivery was made, unless otherwise agreed in writing between the LESSOR and the LESSEE. The LESSEE will pay any expenses incurred by the LESSOR as a result of the breach of this clause.

RE-POSSESSION

5. Upon the lawful termination at any time of the right of the LESSEE to the possession of the motor vehicle leased hereunder, the LESSEE hereby authorizes and empowers the LESSOR with the aid and assistance of any person or persons with or without legal process, to enter any place or places where the said motor vehicle is or may be placed in and to take and carry away the said motor vehicle without demand. Such re-possession shall in no way affect the continuing liability, if any, of the LESSEE under and pursuant to the terms of this agreement.

LICENSING

6. The LESSOR will pay the license, registration and title fee for said vehicle leased hereunder once each year. It shall be the obligation of the LESSEE to have the vehicle inspected when and where required by any state or other municipal authority. Any fines imposed as a result of the LESSEE having failed to have the vehicle inspected or any other fines or penalties levied against the registration of said vehicle shall be paid by the LESSEE, immediately upon coming due. Failure to make such payment shall constitute a breach of the Lease by LESSEE.

REPAIRS AND MAINTENANCE

7. The LESSEE shall keep and maintain the said automobile in good running order and repair, properly serviced and lubricated in accordance with the recommendations set forth in the manufacturer's owner's manual provided with said vehicle. The expenses thereof are to be borne as hereinafter provided.

The LESSEE shall pay for all gasoline, oil (necessary between oil changes) and washes.

The LESSOR/LESSEE will bear the cost of maintaining said vehicle in good repair and operating condition subject to the provisions herein stated.

All repairs and maintenance work shall be performed at a Brogan service facility, make of make of car being repaired or serviced. In the event that this is impossible, the work shall be performed at an authorized dealer in the make of car being repaired or serviced. When the repair requirements are in excess of \$25, the LESSEE shall obtain consent of LESSOR before having the work done. The LESSOR shall not be obligated for the amount of such repair charges.

During the period that said car is covered by the "Manufacturer's Warranty" as set forth in the owner's manual, all maintenance and repair work must be performed at a Brogan service facility or at another authorized dealer in the make of car being repaired or serviced.

If, in the event said car has not been serviced at a Brogan service facility for a period of three consecutive months, LESSOR reserves the right to require that said vehicle be brought to such facility for inspection.

LESSEE

The winterizing of said vehicle will be performed by the LESSOR at its expense. Failure of the LESSEE to have this work performed will render the LESSEE liable where any damage to

COSTS OF OPERATION

8. ~~LESSOR shall be responsible for all costs incurred in the operation of the vehicle hereby leased.~~ LESSEE shall be responsible for all costs incurred in the operation of the vehicle hereby leased.

INSURANCE

9. Insurance will be procured simultaneously with delivery of said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle and the premiums for all such insurance shall be paid, in the manner and amounts as hereinafter designated.

(a) \$ 100.00 Deductible Comprehensive insurance (includes Fire and Theft) and \$ 250.00 deductible collision insurance will be carried by LESSOR/LESSEE at its expense. On each occasion that said vehicle shall be damaged in an accident or upset while in the general custody of LESSEE, the LESSEE agrees to pay up to \$ 250.00 of the expense incurred by LESSOR, if any, in repairing such damage, whether or not it results from the negligence of LESSEE or any of LESSEE's agents or employees.

(b) Bodily injury and property damage liability insurance to cover accidents arising out of the ownership, maintenance, or the use of said motor vehicle, while in the custody of LESSEE, its agents or employees, will at all times be carried by LESSOR, at its expense, with LESSOR and LESSEE and RICHARD KUKLINSKI as named insureds, in the amount of \$ 500,000.00 as applicable to each person and \$ 1,000,000.00 as applicable to each accident and for property damage liability, in the amount of \$ 50,000.00 as applicable to each accident. LESSEE shall indemnify and hold LESSOR harmless from any loss or damage occasioned by failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation, or other termination thereof in such cases where LESSEE is required to supply insurance coverage pursuant to this lease. Upon delivery to LESSEE of said motor vehicle, LESSOR shall furnish LESSEE with proof of such insurance with res-

(c) The LESSEE in the event of an accident shall notify the LESSOR immediately of the full details thereof, including the names and addresses of all parties and witnesses, by telephone and in writing, and shall abide by the LESSOR's directions with regard thereto. LESSEE further agrees to cooperate with LESSOR and/or its insurance company in the prosecution or defense of any and all claims arising out of the use of said leased vehicle, and agrees to report promptly and deliver to the LESSOR or such other person as may be designated by the LESSOR, any and all papers, notices and documents whatsoever served upon or delivered to LESSEE or LESSEE's servants, agents, or employees in connection with any claim, suit, action or proceeding at law or in equity commenced or threatened against the LESSEE and/or the LESSOR arising out of LESSEE's operation of any vehicle leased hereunder.

(d) In the event of the occurrence of any incident affecting the rights of either party under said insurance policies, LESSEE and LESSOR, their agents or employees shall comply with all the terms and conditions of said insurance policies and do all things necessary or proper to protect and preserve the other party's rights as a named insured in said insurance policies.

(e) Should the LESSOR be unable through no fault of its own, to obtain any of the foregoing insurance, this agreement shall become immediately null and void. Should such failure to insure be caused by LESSEE becoming uninsurable, LESSEE's liability hereunder shall continue despite cancellation of the Lease.

LIMITATIONS FOR USE

10. (a) LESSEE shall permit only safe, careful and licensed operators, whom it duly authorizes, to operate said motor vehicle, and any operators shall conclusively be presumed to be agents of LESSEE. LESSEE shall cause said operators or agents to operate said motor vehicle with reasonable care and diligence, and shall not permit such motor vehicle to tow or push any trailer, tractor, truck, automobile or other vehicle.

(b) LESSEE shall not permit said motor vehicle to be used in violation of any Federal, State and municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, seizures, damages or penalties resulting from the violation of said statutes, laws, ordinances, rules, regulations or any of them.

(c) Except with written consent of LESSOR, the use of the motor vehicle delivered to LESSEE hereunder shall be limited to the continental limits of the United States and Canada.

(d) LESSEE shall be liable to LESSOR for losses or damages which LESSOR may incur as a result of or arising out of the conversion, abandonment, dealing with the sale, or concealment of said motor vehicle by LESSEE, its authorized operators or agents and employees, or use by unauthorized persons.

ALCOHOL AND NARCOTICS

11. In no event shall said vehicle leased hereunder be operated by any person under the influence of alcohol or narcotics. The LESSEE agrees to indemnify and hold harmless the LESSOR and/or its insurance carrier for any damages or liability suffered by the LESSOR and/or its insurance carrier as a result of the breach of this clause. Further, the LESSOR shall have the right to cancel this agreement with reference to the vehicle so operated and/or to demand that the person so operating the vehicle be forbidden to drive the vehicle leased hereunder.

OVERLOADING, PUSHING, TOWING, AND SO FORTH

12. The LESSEE shall not overload any vehicle beyond its rated service capacity and it shall pay any and all fines and/or penalties which may be imposed by any state, county, municipal or governmental authority because of any overloading of said vehicle beyond its rated service capacity, and shall pay any damages caused to the vehicle by such overloading. The LESSEE further agrees not to use any vehicle leased hereunder for pushing or towing other vehicles or equipment and will indemnify the LESSOR for any loss or damage resulting from the breach of this clause.

TRANSPORTATION FOR HIRE

13. The LESSEE shall not use any vehicle leased hereunder for transportation for hire of goods or passengers without the express approval of the LESSOR in writing.

LESSEE'S DAMAGES

14. LESSOR shall not be responsible to LESSEE for any loss of business or other damage caused by time lost in maintenance, repair or replacement of said motor vehicle or by LESSOR's failure to deliver vehicle pursuant hereto, by reason of strikes or other causes beyond control of LESSOR. In the event said motor vehicle be stolen, destroyed or so damaged that the same cannot be repaired within a reasonable time, LESSOR shall, upon notice thereof, promptly furnish in lieu thereof another motor vehicle, provided, however, that if LESSEE is deprived of the use of said motor vehicle for more than seven (7) days by reason of LESSOR's inability to have the motor vehicle repaired, or by theft or destruction, no rental for said motor vehicle shall be payable after the said seventh day, unless or until said motor vehicle or a similar one is delivered to LESSEE in good working condition.

TAXES

15. The rent for the use of the motor vehicle leased hereunder is exclusive of any sales, use or excise taxes now in force, or hereafter imposed by any government or municipal agency, and the LESSEE agrees to pay in addition to the rent specified, the amount of such tax or taxes upon the rendition of a bill for same.

DEFAULT

16. Time is of the essence of this agreement and, in the event that LESSEE defaults in the performance of any of the terms, conditions, and covenants contained herein on the part of LESSEE to be performed, or in the event of LESSEE's bankruptcy or insolvency, LESSOR may take immediate possession of any one or all of the motor vehicles leased to LESSEE, with or without process of law and LESSEE hereby authorizes and empowers LESSOR, its agents and assigns, to enter upon any of LESSEE's lands or premises where said vehicle or vehicles may be found, for the purpose of taking immediate possession thereof, and LESSOR shall not incur any liability for such re-taking of possession. Repossession of said vehicle or vehicles, as hereinabove provided, shall not in any way relieve LESSEE of its liability for the payments of any sum or sums due or to become due to LESSOR hereunder. Failure to insist upon any default shall not constitute a waiver of future defaults.

ENTIRE UNDERSTANDING

17. This agreement contains the entire understanding between the parties hereto and there are no warranties, representations or assurances arising by statute or otherwise, except such as are clearly stated herein.

ASSIGNMENT

18. LESSEE shall not assign this Lease nor make any alterations therein without the written consent of LESSOR first had and obtained.

FEES AND COSTS

19. The LESSEE hereby agrees to pay reasonable attorney's fees, court costs, collection fees and expenses, including repossession costs incurred by the LESSOR in the enforcement of any of the conditions, terms or provisions of this agreement. The LESSEE waives all rights to trial by jury in any proceeding hereafter instituted by the LESSOR against the LESSEE in respect to the vehicles leased hereunder and in any action hereafter brought to recover rent and in any other proceeding or action involving the terms, conditions or provisions of this agreement and on any defense or counterclaim interposed by the LESSEE in any of such proceedings or actions.

NOTICE

20. All notices or communications pursuant to this agreement shall be in writing and shall be addressed, if to LESSOR, TO BROGAN AUTO LEASING CO., INC., 505 ELLISON STREET, PATERSON, NEW JERSEY

and if to LESSEE to SUNSET COMPANY, 169. SUNSET STREET, DUMONT, NEW JERSEY, 07306
or to such other addresses as either party may furnish the other by notice of writing.

21. This agreement shall be binding upon the parties hereto, their representatives, successors and assigns.
22. This agreement is one of leasing only, and LESSEE does not acquire hereby any right, title or interest in or to the leased motor vehicle except the right to use it under the terms hereof and any supplements hereto. All licenses and title certificates for the leased motor vehicle shall be registered in the name of LESSOR.
23. Paragraph headings used in this agreement are for convenience only and shall not be interpreted in limitation of the text hereof.
24. The performance of this contract by the LESSEE is hereby unconditionally and personally guaranteed.

By Richard Kukulinski
RICHARD KUKLINSKI (Signature)

25. It is hereby acknowledged by LESSOR and LESSEE that since all 1979 vehicles require the use of unleaded gasoline, the parties agree that any damage to the catalytic converter or other emission control device on this vehicle due to the failure of the LESSEE to use unleaded gasoline shall be the sole responsibility of the LESSEE.

24 mos \$498⁰⁰ + TAX

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Auto Leasing Co., Inc.

WITNESS:

(IF AN INDIVIDUAL)

ATTEST:

By:

Sec. Treas.

SUNSET COMPANY

(IF A CORPORATION)

By:

Pres. Vice Pres.

LESSOR

ATTEST:

Sec. Treas.

LESSEE

Brogan Auto Leasing Co., Inc.

505 ELLISON STREET
PATERSON, NEW JERSEY 07509

(201) 742-8400

BRANCHES AT: 100 SO. BROAD ST.
RIDGEWOOD, N. J. 07450
(201) 852-2000

755 PASSAIC AVE.
CLIFTON, N. J. 07012
(201) 473-2500

MOTOR VEHICLE LEASE

If he should cancel out after 24 months, the rate would be increased to 498.00 + tax so Mr. K. would pay the difference between 421.00 and 498.00 times 24 mos. i.e. 1848.00 + tax.

BALCO Form 1

are clearly stated herein. The entire understanding between the parties hereto and there are no warranties, representations or assurances arising by statute or otherwise, except such as

ZAZELLA AND SINGER
ATTORNEYS AT LAW
2055 HAMBURG TURNPIKE
P. O. BOX 2238
WAYNE, NEW JERSEY 07470

ALFRED J. ZAZELLA
LEONARD S. SINGER

Returned 3/17/82

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835-0700
AREA CODE 201

March 5, 1982

Brogan Auto Leasing Co., Inc.
Box 2946
Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

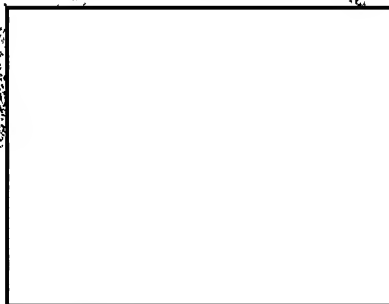
Gentlemen:

Enclosed herewith please find Certification prepared by this office in connection with the above captioned matter. The defendant has now retained the services of an attorney who is petitioning the Court for an Order setting aside the default judgment entered against the defendants on January 8, 1982.

It is our intention to oppose the reopening of this matter and to that end I have prepared and enclosed herewith an Affidavit to be executed by [redacted]. Kindly present same to [redacted] having him execute the Certification on the last page and thereafter returning an original and two copies of the Certification to our office so that it may be filed with the Clerk of the Court.

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We would appreciate if you would give this matter your timely attention.



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ZAZELLA & SINGER
2055 Hamburg Turnpike, Box 2238
Wayne, New Jersey 07470
201 - 835 - 0700

BROGAN AUTO LEASING CO., INC.,
Plaintiff(s)
vs.

CIVIL ACTION

SUNSET COMPANY and RICHARD KUKLINSKI,
jointly, severally or in the alternative *Defendant(s)*

**CERTIFICATION OF PROOF
AND OF NON-MILITARY SERVICE**

State of _____, County of _____

{ ४४.:

[redacted] of full age, being duly sworn according to law, upon my oath depose and say:

1. I am [redacted] of [redacted] Brogan Auto Leasing Co., Inc., plaintiff(s), and am duly authorized to make this affidavit.
2. I am fully familiar with the books and business of the plaintiff(s). The account of the defendant(s) [redacted] Sunset Company and Richard Kuklinski, jointly, severally or in the alternative, annexed to this affidavit or set forth in the complaint in this cause is a true and accurate copy of the books of original entry of the plaintiff(s).

3. The goods for which said charges were made, were sold, delivered to and accepted by the defendant(s) at the special instance and request of the defendant(s). Said charges are fair and reasonable, and are as per agreement. The said defendant(s) promised to pay the sum charged therefor.

4. Credit has been duly given for all payments, counterclaims and set-offs and there now remains due and owing from the said defendant(s) to the plaintiff(s) the sum of \$ 2,042.72 together with interest from May 25, 1979, of \$ 317.56 making a total of \$ 2,360.28.

5. No defendant named herein is an infant or incompetent person.

6. This claim is not based upon a writ of attachment, *capias ad respondendum*, replevin or claims based directly or indirectly upon the sale of a chattel wherein a chattel has been repossessed peaceably or by legal process.

7. I know that no defendant named herein is in the military service of the United States. ~~The source of my~~
~~knowledge~~

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Синхронизация с базой данных

DATED: December....., 1981

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Field File No. _____

OO and File No. _____

Date Received _____

From _____

[Redacted]

utor)

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

[Redacted]

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October 28, 1985

Federal Bureau of Investigation
P.O. Box 711
Paramus, NJ 07652

Attn: Special Agent [REDACTED]

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Re: [REDACTED]

Dear [REDACTED]

Enclosed please find [REDACTED]
[REDACTED]

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If you have any questions, please give me a call.

Very truly yours,

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ACC:tr

Enclosure

Field File No. NK 49A-1830-1A11

OO and File No. _____

Date Received 10/31/85

From _____

(Address of Contributor)

(City and State)

By _____
(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

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Field File No. NK 49A - 1830-1A12

OO and File No. _____

Date Received 4-2-3-87

From T.R.W. -
(Name of Contributor)

(Address of Contributor)

By _____
(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

*T.R.W. Credit Profile of
Richard Kublenski*

b6
b7C

Updated Credit Profile

Disclosure



INQUIRY INFORMATION

TCR2 ACD2 1499903 KUKLINSKI RICHARD L., 169 S 07628, Y-1935, S-142267071,
M-169 SUNSET ST DUMONT NJ 07628, L-SUNSET, Z-MN

IDENTIFICATION NO.

PAGE 1 DATE 06-10-86 TIME 08:54:38 PORT TM02 H/V A60 TNJ1 06-184227/74
2-78 RICHARD KUKLINSKI 9-82 UNKNOWN SS# 142267071
169 SUNSET ST
DUMONT NJ 07628 1310000 YOB-1935

5 CENTURY DRIVE
PARSIPPANY, NJ 07054
201-285-4905

RICHARD L KUKLINSKI
169 SUNSET ST
DUMONT NJ 07628

ACCOUNT PROFILE	SUBSCRIBER NAME/COURT CODE				SUBSCRIBER COURT CODE	ASSN CODE	AMOUNT	ACCOUNT/DOCKET NUMBER		PAYMENT PROFILE											
	STATUS	COMMENT	DATE	DATE OPENED	TYPE	TERMS	BALANCE	BALANCE DATE	AMOUNT PAST DUE	NUMBER OF MONTHS PRIOR TO BALANCE DATE											
M		FIRST FIDELITY BANK			1123315	2		67044242780000059													
		30 5 TIMES 4-86 4-79			R/O	180	\$25000	\$18922	4-30-86 \$600												
A		SEARS			1310000	0		6450233277848													
		PD WAS 180 8-81 10-Y			CHG	REV	\$1600														
M		US BNKR CT NJ			1002000			08403357													
		BK 7-FILE 6-20-84					UNKN														
M		BERGEN CO REG			1031145			01430029													
		FED TAX LN 6-06-84					\$600	E0143P0029													
M		CO DIST CT BERGEN CTY			1011145			00493672													
		JUDGMT SAT 9-01-83					-\$100	RADIOLOGICAL DIAGN C													
M		CO DIST CT BERGEN CTY			1011145			00493671													
		JUDGMT SAT 9-01-83					\$100														
M		CO DIST CT BERGEN CTY			1011145			00511347													
		JUDGMENT 1-01-84					\$600	WEINSTEIN/SALZER													

CONSUMER COMMENTS (IF ANY)

END

b6
b7C

TRW does not provide general credit ratings or make credit granting decisions. We will check any item of information you dispute by contacting the source. This will take approximately 3 to 4 weeks and we will send you the results.

See Reverse Side for Explanation

Dear Consumer,

This disclosure is based on the identifying information supplied by you. If you did not supply us with your full name, addresses for the past 5 years, social security number and year of birth, this disclosure may not be complete. Abbreviations used in this report are explained below.

INSTRUCTIONS

If you disagree with any item of information, please print the specific reason for your disagreement in the "Consumer Comments" section next to the item. Sign the report on the back and return to TRW. Return all your specific comments to us at the same time. If you request, we will send the results of our checking to any credit grantors listed on the report as an INQUIRY. List those credit grantors below.

SIGNATURE

NAME OF CREDIT GRANTOR

DATE

Updated Credit Profile Disclosure

EXPLANATION OF INFORMATION ON FORM

TRW

INQUIRY INFORMATION										IDENTIFICATION NO.									
PAGE	DATE	TIME	PORT	H/V															
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- Identifying information abbreviated to obtain this report.
- Your ID number. Please use this number in all correspondence regarding this report.
- Your name and address and reporting subscriber number; your employment as of the date shown; your social security number and year of birth, if on file.
- These columns provide an abbreviated description of the status of the items in your profile: POS (Positive) Generally viewed as favorable by credit grantors. NEG (Negative) Generally viewed as unfavorable by credit grantors. NON (Non-evaluated) May be viewed positively, negatively or indifferently depending on each credit grantor's policy and experience. A and M indicate the method by which the credit grantor reports information to TRW. (M) Manual: Manually prepared form. (A) Automated: Automated tapes prepared from the credit grantor's computer.
- Name of credit grantor, lienholder or court name.
- A TRW subscriber identification number.
- An association code describes your legal relationship with an account. (See below)
- The number assigned to your account by the credit grantor or court docket number.
- Abbreviated description of the account status. (See right.)
- The date status comment shown was reported.
- Month account opened or month credit transaction took place. 5-Y or 10-Y indicates open prior to 5 years or 10 years respectively.
- Credit grantor's abbreviated description of the nature of the credit extended. (See below)
- Terms are the time frames in which extensions of credit are to be repaid. Charge accounts are stated as REV meaning revolving. Terms for all other account types are stated in months with the exception of account types R/E, R/F, R/V and R/C which are stated in years.
- This amount will be the original or revised credit established or the highest amount owed. It is not necessarily your credit limit. For a judgment, tax lien or other public record item, amounts are rounded down to the nearest \$100. Amounts less than \$100 display as —\$100.
- Balance owing as of date stated. For a judgment, a judgment creditor may be shown in this column. Current balances are not reported on judgments.
- Date of the balance.
- Dollar amount past due if any, as of balance date.
- This information is read from left to right. This column reflects the status of the account for each of the 12 months preceding the balance date. A blank space indicates we do not maintain a payment history of this account. A symbol appearing under one of the numbers (1 through 12) means that the account had such a status (as defined below) in that month under which the symbol appears. The following symbols are used in this column:
C = current
1 = 30 days past due
2 = 60 days past due
3 = 90 days past due
4 = 120 days past due
5 = 150 days past due
6 = 180 days past due
- = no history has been reported for that particular month.
Blank = no history maintained, see status comment.

(#9)		EXPLANATION OF STATUS COMMENTS	
BK ADJ PLN	Debit included in or completed through Bankruptcy Chapter 13.	GOVCLAIM	Claim filed with government for insured portion of balance on an educational loan.
BK LIQ REQ	Debit included in or discharged through Bankruptcy Chapter 7 or 11.	FORECLOSURE	Credit grantor sold collateral to settle defaulted mortgage.
CHARGE OFF	Unpaid balance reported as a loss by credit grantor.	FOR PROC INQUIRY	Foreclosure proceeding started. A copy of the credit profile has been sent to this credit grantor at their request.
CLOS INAC	Closed inactive account.	INS CLAIM	Claim filed for payment of insured portion of balance.
CLOS NP AA	Credit line closed/not paying as agreed.	NOT PD AA-PAID ACCT	Account not being paid as agreed. Closed account/zero balance/not rated by credit grantor.
COLL ACCT	Account seriously past due/account assigned to attorney, collection agency or credit grantor's internal collection department.	PAID SATIS PD BY DLER	Closed account/paid satisfactory. Credit grantor paid by company who originally sold the merchandise.
CO NOW PAY	Now paying, was a charge-off.	PD CHG OFF PD COLL AC	Paid account/was a charge-off. Paid account/was a collection account, insurance claim of education claim.
CR CD LOST	Credit card lost or stolen.	PD FORECLO PAID NOT AA	Paid account. A foreclosure was started. Paid account. Some payments were made past the agreed due dates.
CR LN CLOS	Credit line closed/reason unknown or by consumer request/there may be a balance due.	PD REPO PD WAS 30 PD WAS 30-2	Paid account/was a repossession. Paid account/was past due 30 days. Paid account/was past due 30 days 2 or 3 times.
CR LN RNST	Account now available for use and is in good standing. Was a closed account.	PD WAS 30-4 PD WAS 30-5 PD WAS 30-6	Paid account/was past due 30 days 4 times. Paid account/was past due 30 days 5 times. Paid account/was past due 30 days 6 times or more.
CURR ACCT	This is either an open or closed account in good standing. If the account is a credit card or charge account, it should be available for use and there may be a balance due. If the account is closed, there were no past due amounts reported and it was paid.	PD WAS 60 PD WAS 90 PD WAS 120 PD WAS 150 PD WAS 180 REDMD REPO REFINANCED REPO	Paid account/was delinquent 60 days. Paid account/was delinquent 90 days. Paid account/was delinquent 120 days. Paid account/was delinquent 150 days. Paid account/was delinquent 180 days or more. Account was a repossession/now redeemed. Account renewed or refinanced. Merchandise was taken back by credit grantor; there may be a balance due. Credit grantor could not locate consumer. Credit grantor could not locate consumer/consumer now located.
CUR WAS COL	Current account was a collection account.	SCNL SCNL NWLOC	Account legally paid in full for less than the full balance.
CUR WAS DL	Current account was past due.	SETTLED	Account transferred to another office.
CUR WAS FOR	Current account. Foreclosure was started.	TRANSFERRED VOLUN REPO	Voluntary repossession.
CUR WAS 30	Current account was 30 days past due.	30 DAY DEL	Account past due 30 days.
CUR WAS 30-2	Current account was 30 days past due twice.	30 2 TIMES	Account past due 30 days 2 times.
CUR WAS 30-3	Current account was 30 days past due three times.	30 3 TIMES	Account past due 30 days 3 times.
CUR WAS 30-4	Current account was 30 days past due four times.	30 4 TIMES	Account past due 30 days 4 times.
CUR WAS 30-5	Current account was 30 days past due five times.	30 5 TIMES	Account past due 30 days 5 times.
CUR WAS 30-6	Current account was 30 days past due six times or more.	30 6 + TIMES	Account past due 30 days 6 times or more.
CUR WAS 60	Current account was 60 days delinquent.	30 WAS 60	Account was delinquent 60 days/now 30 days.
CUR WAS 90	Current account was 90 days delinquent.	TOONEWRT	Account too new to rate.
CUR WAS 120	Current account was 120 days delinquent.		
CUR WAS 150	Current account was 150 days delinquent.		
CUR WAS 180	Current account was 180 days or more delinquent.		
DECEASED	Consumer deceased.		
DELINO 60	Account delinquent 60 days.		
DELINO 90	Account delinquent 90 days.		
DELINO 120	Account delinquent 120 days.		
DELINO 150	Account delinquent 150 days.		
DELINO 180	Account delinquent 180 days.		
DEL WAS 90	Account was delinquent 90 days/now 30 or 60 days delinquent.		
DEL WAS 120	Account was delinquent 120 days/now 30, 60 or 90 days delinquent.		

(#7) ASSOCIATION CODES WITH DEFINITIONS		TYPE OF ACCOUNT		ITEMS OF PUBLIC RECORD	
ASSOCIATION WITH ACCOUNT CURRENTLY ACTIVE	ASSOCIATION TERMINATED AS OF DATE REPORTED	ABBREV	EXPLANATION		
0..... UNDESIGNATED..... A Reported by TRW Credit Data only.		R/V	VA Real Estate Mortgage-Terms are in years	BK 7—FILED	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) filed
1..... INDIVIDUAL..... B Individual: This is the only person associated with this account. (Termination code H to be used only in cases of mortgage loans being assumed by others.)		R/C	Conventional Real Estate Mortgage-Terms are in years	BK 7—DISCH	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) discharged
2..... JOINT ACCOUNT-CONTRACTUAL RESPONSIBILITY..... B This individual is expressly obligated to repay all debts arising on this account by reason of having signed an agreement to that effect. There are others associated with this account who may or may not have contractual responsibility.		R/O	Real Estate Mortgage-with or without other collateral. Usually a second mortgage-Terms are in months. Amount shown in \$100.00 increments	BK 7—DISM	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) dismissed
3..... AUTHORIZED USER-JOINT ACCOUNT..... C This individual has use of this joint account for which another individual has contractual responsibility.		SLC	Co-Maker (not borrower)	BK 11—FILE	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) filed
4..... JOINT ACCOUNT..... D This individual participates in this account. The association cannot be distinguished between Joint Account-Contractual Responsibility or Authorized User.		REN	Rental Agreement	BK 11—DISC	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) discharged
5..... CO-MAKER..... E This individual has guaranteed this account and assumes responsibility should maker default. This code only to be used in conjunction with Code 7-Maker.		SUM	Summary of Accounts with same status	BK 11—DISM	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) dismissed
6..... ON BEHALF OF..... F This individual has signed an application for the purpose of securing credit for another individual, other than spouse.		UNK	Unknown	BK 13—FILE	Petition in Bankruptcy Chapt. 13 (Adjustment of Debt) filed
7..... MAKER..... G This individual is responsible for this account, which is guaranteed by a co-maker. To be used in lieu of Code 2 and 3 when there is a Code 5-Co-Maker.		DCS	Debit Counseling Service	BK 13—DISM	Petition in Bankruptcy Chapt. 13 (Adjustment of Debt) dismissed
		CCP	Combined Credit Plan	BK 13—COMP	Petition in Bankruptcy Chapt. 13 (Adjustment of Debt) completed
		QST	Account reviewed by credit grantor	CITY TX LN	City Tax Lien
		A/M	Account monitor by credit grantor	CTY TX REL	City Tax Lien Released
		RVW	Account review by credit grantor	CONSEL SER	Debt Counseling Service
		EMP	Employment	CO TAX LN	County Tax Lien
		PSC	Solicitation	CO TAX REL	County Tax Lien Released
		D/C	Debit Card	FED TX LN	Federal Tax Lien
		DCP	Data Correction Profile	FED TX REL	Federal Tax Lien Released
		ADD	Address information for Mailings	JUDGMENT	Judgment
		IDV	Address information for the Government	JUDGMENT SAT	Judgment Satisfied
		CLS	Credit Line Secured	JUDG VACAT	Judgment Vacated or Reversed
		COL	Collection Attorney	MECH LIEN	Mechanic's Lien
		INS	Insurance Claims	MECH RELE	Mechanic's Lien Released
		C/S	Child Support	MN MTG FIL	Manual Mortgage Report (Developed credit report prepared for this credit grantor, copy attached.)
				NT RESPON	Not Responsible Notice, e.g., husband or wife claims not responsible for debts incurred by spouse.
				STAT TX LN	State Tax Lien
				STAT TX REL	State Tax Lien Released
				SUIT	Suit
				SUIT DISMD	Suit Dismissed or Discontinued
				WAGE ASSIGN	Wage Assignment
				W/A RELEASE	Wage Assignment Released